2019.

SUPREME COURT OF THE UNITED STATES.

No. 119.

JOHN H. LEWIS, APPELLANT,

vs.

SARAH DARLING.

APPEAL FROM THE DISTRICT COURT, U. S., FOR THE NORTHERN DISTRICT OF ALABAMA.

INDEX.

	Original.	Print.
Original bill of complaint	1	1
Change of complainant's name, by consent	3	3
Complainant's securityship for costs	3	3
Certificate of time of filing bill	3	4
Exhibit A, to bill	3	4
Exhibit B, to bill	5	6
Subpœna	8	10
Marshal's return on subpœna	8	11
Answer of defendant	8	11
Exceptions to answer	10	13
Minute entry referring papers to judge	10	13
Decision of court on exceptions to answer	10	14
Amendment to bill	10	14
Defendant's second answer	11	15
Minute entry relative to exceptions	13	16
Order granting leave to amend bill	13	18
Replication	13	18
Minute entry referring papers to judge for final decree	13	19
Decree at November term, 1847	14	19
Order to continue cause	14	19
Petition for rehearing	14	19
Exhibit to petition for rehearing	15	22
Notice to defendant of motion to dismiss petition	17	23
Marshal's return on notice	17	24
Defendant's affidavit relative to rehearing	17	24
Order dismissing petition for rehearing	18	25
Order granting appeal, &c.	18	25

[GIDEON, Print.]

	Original.	Print.
Appeal bond, &c.	18	25
Acknowledgment of F. M. Arredondo & Son that S. Betts was a partner, &c.	19	26
Deed from F. M. A. to J. H. Lewis and wife	20	28
Deed from F. M. A. to J. H. Lewis and wife	21	30
Deposition of Peter B. Dumas	23	32
S. Betts's will, (in Spanish)	25	34
S. Betts's will, (translation)	26	36
Answer of J. H. Lewis to bill in Florida by Brush and al.	28	39
Deposition of Moses C. Levy	31	43
Deed from Arredondo to Lewis and wife	32	44
Deposition of Joseph M. White	34	47
Exhibit A, to White's deposition	36	49
Deposition of J. M. Thompson	36	50
Letter A, referred to in J. M. Thompson's deposition	38	51
Letter from J. F. White to F. M. A. & Son	38	52
Letter from F. M. A. & Son to J. F. White	39	53
Letter from S. Betts	39	53
Letter, B, from Samuel Betts	40	53
Duplicate, C, from F. M. A. & Son to J. F. White	40	54
Letter, D, from S. Betts	41	55
Letter, E, from S. Betts	41	56
Letter, F, from S. Betts	42	57
Letter, G, from S. Betts	43	58
Letter, H, from S. Betts	43	58
Letter, I, from S. Betts	44	59
Letter, J, from S. Betts	44	59
Letter, K, from S. Betts	45	60
Letter, L, from S. Betts	45	61
Letter, M, from S. Betts	46	61
Letter, N, from S. Betts	46	62
Letter, O, from S. Betts	47	63
Letter, P, from S. Betts	47	64
Letter, Q, from S. Betts	48	64
Letter, R, from S. Betts	48	65
Letter, S, from S. Betts	48	66
Letter, T, from S. Betts	49	67
Letter, U, from S. Betts	50	67
Letter, V, from S. Betts	51	68
Letter, W, from S. Betts	51	69
Letter, X, from S. Betts	52	70
Letter, Y, from S. Betts	52	71
Letter, Z, from F. M. A. & Son to B. H. Betts	53	71
Letter, &, from F. M. A. & Son to B. H. Betts	53	72
Letter, No. 1, from F. M. A. & Son to B. H. Betts	54	72
Letter, No. 2, from F. M. A. & Son to B. H. Betts	54	73
Letter, No. 3, from F. M. A. & Son to B. H. Betts	54	73
Letter, No. 4, from F. M. A. & Son to B. H. Betts	24	73

	Original.	Print.
Letter, No. 5, from F. M. A. & Son to B. H. Betts	54	73
Bill of exchange, referred to in letter No. 5	55	74
Letter, No. 6, from F. M. A. & Son to B. H. Betts	55	74
Letter, No. 7, from F. M. A. & Son to B. H. Betts	55	74
Letter, No. 8, from F. M. A. & Son to B. H. Betts	55	75
Letter, No. 9, from F. M. A. & Son to B. H. Betts	56	75
Letter, No. 10, from F. M. A. & Son to B. H. Betts	56	76
Letter, No. 11, from F. M. A. & Son to B. H. Betts	56	76
Letter, No. 12, from F. M. A. & Son to B. H. Betts	57	77
Letter, No. 13, from F. M. A. & Son to B. H. Betts	57	77
Letter No. 14, from F. M. A. & Son to B. H. Betts	57	77
Bill of B. H. Betts vs. J. H. Lewis	57	77
Answer of J. H. Lewis to B. H. Betts's bill	60	81
Order at May term, 1850, granting another appeal	63	84
Judgment or decree, November, 1850, on mandate from Supreme Court	63	85
Order granting third appeal to defendants	64	86
Last appeal bond	65	86
Authentication of this transcript	67	87
Papers filed in Supreme Court, U. S., by consent of counsel	68	88

2021.

THE UNITED STATES OF AMERICA.

Pleas had at a term of the district court of the United States of America, for the northern district of Alabama, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday (being the twenty-seventh day) of November, in the year of our Lord one thousand eight hundred and forty-eight, and of the independence of the said United States.

Present, the hon. Wm. Crawford, judge of said district court.

SARAH DARLING vs. JOHN H. LEWIS. } In chancery.

Be it remembered, that heretofore, to wit, on the sixteenth day of March, in the year of our Lord one thousand eight hundred and forty-six, was filed in the office of the clerk of the district court aforesaid, on the chancery side of said court, a bill, in the names of Sarah Darling, who is a citizen of the State of Connecticut, complainant, against John H. Lewis, who is a citizen of the State of Alabama, residing in said northern district, defendant, in the words and figures following, to wit:

Original bill.

To the hon. William Crawford, judge of the district court of the United States of America, for the northern district of Alabama.

Sarah Darling, formerly Sarah or Sally Betts, who is a citizen of the State of Connecticut, brings this her bill against John H. Lewis, who is a citizen of the State of Alabama, residing in the northern district thereof.

And thereupon your oratrix complains and says, that about the year A. D. eighteen hundred and twenty-two, Samuel Betts, who was also a citizen of the State of Connecticut, died in the city of Havana, Island of Cuba; that said Samuel left in said city of Havana his last will and testament, made in due form of law, proven, established, and admitted to record in the said city of Havana, in the proper court. By said last will and testament your oratrix avers a legacy of the sum of two thousand five hundred dollars was bequeathed to your oratrix, she being the sister Sally of said Samuel, in his last will mentioned. Your oratrix avers that said Samuel left his daughter Mary, his only child, his residuary legatee, under his said will, and with the said Mary the said John H. Lewis has, since the death of the said Samuel, intermarried. Further, your oratrix avers, that the said Samuel was a partner of the firm of F. M. Arredondo & Son, which firm was composed of Fernando de la Maza Arredondo, Joseph de la Maza Arredondo, and the said Samuel Betts, and under that name and firm mercantile business to a large amount was transacted in said city of Havana, and that a large tract of land consisting of several hundred

thousand acres in the now State of Florida, was held and owned as the partnership property of said firm.

And further, your oratrix avers, that said Lewis has, by a decree of the proper court of the now State of Florida, been declared entitled to sixty thousand acres of land and upwards, in right of his wife, the said daughter of said Samuel Betts; which said number of acres was decreed to be the property of said Samuel in his lifetime, as a partner of the firm of F. M. Arredondo & Son, and which is worth more than one hundred thousand dollars. Besides which your oratrix avers said Lewis has received a deed of conveyance of fifteen thousand acres of land, of the value of fifty thousand dollars, which was the property of said Betts as a partner of said firm of F. M. Arredondo & Son; which said lands were held and owned as partnership property of the firm of F. M. Arredondo & Son, and used for partnership purposes.

And in addition your oratrix avers, that the said Lewis has received large sums of money of the estate of said Betts; and in order that your oratrix may make out her case more satisfactorily, your oratrix desires that the copy of the said last will and testament, for such it is averred to be, hereto attached and marked exhibit (A) be regarded as a part of this bill; as also exhibit (B) which your oratrix avers to be a copy of the answer of said Lewis to a bill filed in the superior court of the district of East Florida, in the now State of Florida, by John H. Brush et al. vs. Lewis and others. Your oratrix avers that said Lewis has hitherto failed and refused to pay or discharge the legacy of your oratrix, but intends to appropriate the whole amount which he, said Lewis, has received from the estate of said Betts to the use of himself and family, and will do so unless prevented by this honorable court. All of which actings and doings are contrary to equity and good conscience.

To the end, therefore, that the said defendant may, if he can, show why your oratrix should not have the relief hereby prayed, and may upon his corporal oath, and according to the best and utmost of his knowledge, remembrance, information, and belief, true, full, direct, and perfect answer make to each of the several interrogatories hereinafter mentioned and set forth, that is to say:

Interrogatory 1. Whether or not is the copy of the last will and testament hereto attached, and marked exhibit (A,) a fair and just copy of said original, and is it not a fair and just copy of that which you, said Lewis, set out and declared to be a copy of said original will in your answer in the superior court of the district of East Florida, in the then Territory of Florida, at the suit of John H. Brush and others against you, said Lewis, and others; and if not, in what did such difference consist?

Interrogatory 2. Whether or not is the original last will and testament of said Samuel Betts in your possession; if not, why; and where is it; where and how did you obtain a copy thereof? Has the same been admitted to probate in Havana.

Interrogatory 3. Whether or not have you, said Lewis, received any

property, lands, or moneys from the estate of said Samuel Betts; if so, whether was the same or any part thereof the property of said Betts, individually, or as a partner of the firm of F. M. Arredondo & Son; or, in other words, was the property partnership property or not; and what is the probable value thereof; and was it used as partnership property?

Interrogatory 4. Whether or not is exhibit (B) a just and fair copy of the answer of you, said defendant, in a suit in the then Territory of Florida, of John H. Brush and others against you, said defendant, and others?

Interrogatory 5. Whether or not did Joseph Fenwick, who by said last will and testament of said Betts was appointed executor for the United State, reside in the State of Alabama; did he ever reside in said State of Alabama; and where does he now reside?

Interrogatory 6. What was the estimated value of the property which you received of said Betts's estate in Florida and in Cuba; and what was and is the rate of interest in Florida and in Cuba; and when did you receive such property?

And now, for that your oratrix is relievable only in a court of equity, and being at the common law remediless, your oratrix asks that process of subpœna may issue to said defendant from *from* this honorable court, requiring said defendant at a certain time, and under certain penalties, therein to be inserted, to make full, true, direct, and perfect answer to the several interrogatories before mentioned; and that said defendant be required to pay over to your oratrix the said legacy left and bequeathed to your oratrix, as appears from the said last will and testament of said Samuel Betts, together with the lawful interest thereon accruing, if it appear said Lewis has received from said Samuel Betts's estate enough to satisfy and discharge the same; and also, so far as said Lewis has received property from said Betts's estate, may he, said Lewis, be required to pay and discharge such other legacies as may be due those legatees under the said will, who, your oratrix asks, may, upon contributing to the costs and expenses of this suit, be made parties to this bill. And may it please this honorable court to grant such other and further relief as may to equity and good conscience seem just and proper; and, as in duty bound, your oratrix will ever pray, &c.

S. D. J. MOORE,
Solicitor and counsel for complainant.

Change of complainant's name by consent.

The complainant's name in this bill is changed by consent, May 11th, 1846. Wallace for defendant.

Complainant's security for costs.

(Security for costs.) I acknowledge myself security for the plaintiff's costs in the prosecution of this cause. Witness my hand and seal, this sixteenth day of March, eighteen hundred and forty-six.

GABRIEL E. MOORE. [SEAL.]

Cost of filing of bill.

(Endorsed:) Filed in the office of the clerk of the district court, U. S., for the northern district of Alabama, on the sixteenth day of March, eighteen hundred and forty-six.

Test: B. T. MOORE, *Clerk D. C.*

Exhibit A to bill.

(Exhibit A.)

A will, (translation.) In the name of God Almighty, amen. Be it know that I, Don Samuel Betts, a native of the town of Wilton, in the county of Fairfield, a lawful son of Don Samuel and Don. Abigail Betts, whose maiden name was Hubbell, deceased, being sick of body, but of sound and perfect mind and memory, believing, as I do firmly believe, in the mysteries of the most Holy Trinity, the incarnation of the Divine Word, and in all the others that our holy mother the church believes and teaches, and in which as a faithful Catholic christian I am well instructed; foreseeing that my death is to come as it is natural to every creature, I do make my will in the following form, to wit:

First, I resign my soul to our Lord God, who gave it to me, and redeemed the same; and I give up my body to the earth out of which it was formed, leaving every thing relative to my shroud and funeral to the will of my executor, to be done with that decency which his prudence may dictate to him.

I order that three masses be celebrated for my soul, and also that two shillings be given to each of the obligatory legacies, and three dollars to the patriotic one.

I declare that I was married according to the rites of our mother, the holy church, to Dona Maria McBride, and that from this marriage I have a lawful daughter, now living with her grandfather in the United States.

I declare as my property the sum of from four to five thousand dollars, which I have in the hands of my father, Don Samuel, and of my brother, Burr Hubbell, in my country as aforesaid, for the purpose of maintaining and educating my above mentioned daughter Maria, the account of which is to be admitted without making any objections thereto.

I declare likewise as my property, the part unto me appertaining as a partner, in one third, in the house established in this city under the firm of Fernando de la Maza Arredondo & Son, which will appear from the accounts, books, and other papers of the company, of which my said partners will inform; and in consequence of the very high opinion I entertain of their probity and honest dealing, it is my will that the account they may give thereof be accepted and approved without hesitation.

I declare that the debts due both to and by me will appear by the books of the company aforesaid, and my partners are charged to collect and pay them.

And in order that the aforesaid be brought to effect, I appoint as my executor, in the first place, Don William B. Wallace, and in the second, Don Pedro de la Maza Arredondo, who are to fulfil this my last will and testament, even after the expiration of the year allowed by the law for that purpose, it being understood that the said executors are appointed only as it respects my last will and testament in this city and island; and in the United States, I appoint for my executor Don Joseph Fenwick, with the same authority to fulfil this my last will.

I give and bequeath, in the best manner and form according to law, unto my father, Don Samuel, and my sister, Dona Sally, the sum of five thousand dollars, at the rate of two thousand five hundred dollars each, and in case of the first being dead the whole legacy is to be enjoyed by the second. I give and bequeath also to my brother Don Burr Hubbell the sum of five thousand dollars.

I give and bequeath unto Joseph Fenwick two thousand acres of land in the province of East Florida, in the district of Alachua. I also give and bequeath unto Don William B. Wallace other two thousand acres, in the same province.

I give and bequeath unto my partners, Don Fernando and Don Joseph de la Maza Arredondo five thousand acres of land, in the same province; and I give and bequeath besides, to the same Don Fernando, the gold watch of my use.

And as to all the rest and remainder of all my property, debts, rights, and actions, of what kind and nature soever, that may belong or appertain unto me, I name and appoint as my sole and universal heiress the above named Maria Margaret Betts, my lawful daughter, in order that whatever there may appear to appertain and belong unto me she may have and inherit the same, with the blessing of God and my own. And, as my aforesaid daughter is yet under age, in conformity with the *powe* allowed unto me by law, I name and appoint as her guardian, in law and business, Don Rafael Saavedra. And I request the judge that he may take cognizance of my testament, to have and receive him as such guardian, and to confirm the appointment, exonerate him from giving bond, in consequence of my confidence of his integrity and just behavior, and because such is my will. And I revoke and annul any other will or testament, codicils, powers to make wills and testaments, memorandums, legacies, and any other document for making the last will, which I may have done or executed, either in writing or by word; all of which it is my will to stand void, and to be of no effect, excepting this present, which it is my will to be complied with and executed as my last and final will, and in that manner and form most consonant to law.

In testimony whereof this present is done in the ever faithful city of Havana, on the first day of March, one thousand eight hundred and twenty-two. And I, the notary public, do certify that the testator is to all appearance in a sound mind, and a perfect memory, and that he executed it as aforesaid, and signed thereto, in the presence [of] Don

Pedro Jose del Castillo, Don Andreas Mestre, and Don Juan de deus Beltrar, witnesses, and inhabitants of the city.

(Signed) SAMUEL BETTS.

Before me, JOSE LORENZO RODRIGUEZ.

The testator died, and of which I gave notice to the church, Havana, March 2d, 1822. RODRIGUEZ.

The foregoing is in conformity with its original, which remains in my archives, and to which I refer; in compliance with what has been ordered, I give the present, Havana, April 20th, 1844.

(Signed) BR. BARRERDO DEL JUNEO.

Fees and stamp, tax and decrees, $10 50.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

(Signed) JOS. S. SANCHEZ,
Translator.

SUPERIOR COURT,
District of East Florida.

I, George R. Fairbanks, clerk of the said court for the county of St. Johns, do hereby certify, that the foregoing is a true copy of the original translation now in my charge, and on file in the case of John H. Brush et al. vs. John H. Lewis et al.

[SEAL.] Witness my hand and seal of said court at the city of Augustine, this 9th day of September, A. D. 1845.

G. R. FAIRBANKS, *Clerk*,
By FRANCIS FORWARD, *Deputy Clerk*.

Exhibit B to bill.

(Exhibit B.)

The separate answer of John H. Lewis to the bill of complaint filed against himself and wife, and others, by John H. Brush and others, in the superior court of the district of East Florida, in the Territory of Florida.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainants' said bill of complaint contained, for answer thereto, or unto so much or such parts thereof as this defendant is advised is material for him to make answer unto, answers and says: That it is true that a grant was made by authority of the Spanish Government to Arredondo & Son, a commercial firm of the city of Havana, and Island of Cuba, containing two hundred and eighty-nine thousand six hundred and forty-five acres and five sevenths of an acre, as is set forth more fully in the bill of said complainants;

that the said grant was confirmed and held to be valid by the Supreme Court of the United States, as alleged by the complainants; and that the said grant was located and surveyed under the authority of the Government of the United States, in the manner and at the time alleged in the complainants' bill of complaint.

This respondent further answering, does not admit the existence or validity of any of the sales alleged, as supposed by the complainants, to have been made by Arredondo & Son, or either of them, to certain persons in said bill of complaint mentioned, viz., to Jasper Ward, Peter Mitchell, and others; nor does respondent admit the existence or validity of any sales or conveyances, as alleged or supposed in said bill of complaint, to have been made by the supposed purchasers from Arredondo & Son to other supposed or pretended vendees; but, on the contrary, so far as they affect this respondent's rights, he requires full and satisfactory proof of all claims or titles derived from the said Arredondo & Son.

This respondent further answering says, that he knows nothing of any grants or pretended grants from the Spanish Government of an older date than the grant to Arredondo & Son as aforesaid; he knows nothing of the last will and testament of Fernando de la Maza Arredondo, as set forth in complainants' bill; nor does he know from any legal and satisfactory evidence who is or was the executor of said will, or how far said executor, if any, has administered upon said estate, or what property or effects were left by the said Arredondo to be administered upon; nor does he know that the said Arredondo died insolvent; all of which allegation in said complainants' bill, so far as this respondent's rights are concerned or affected by them, require proof.

This respondent further answering says, that it is true as complainant has alleged, that he, this respondent, has a claim to a portion of the grant aforesaid to the aforesaid Arredondo & Son, which originated as follows, viz.: This respondent, in the year 1824, in Fairfield, in the State of Connecticut, in the United States, married Mary M. Betts, the sole daughter and heir of Samuel Betts, deceased, the said Samuel, before his death, having made his last will and testament in due form, viz., in the year 1822, making the said Mary, after the payment of certain legacies therein specified, his sole heir; the said Samuel, as this respondent is informed and believes, departed this life in the city of Havana in the year 1822. This respondent is informed and believes, that the said Samuel Betts, in his lifetime, was a member of the aforesaid firm of Arredondo & Son, in the city of Havana, in the Island of Cuba, the said firm being composed of Fernando de la Maza Arredondo, Jose de la Maza Arredondo and Samuel Betts, and trading and acting as partners under the style of Arredondo & Son; that the said Samuel was the chief and acting member of the said firm, and particularly in what was then called the America business, or transactions with citizens of the United States; that the said grant from the Spanish Government, as set forth in complainants' bill, to Fernando de la Maza Arredondo & Son, merchants of the city of Havana, was made during

the partnership aforesaid, and vested in the said Samuel Betts one undivided third part of said grant. And this respondent is informed and believes, that the said Samuel and the Arredondos aforesaid were partners in the Territory of Florida before their removal to and partnership in the city of Havana. This respondent prays that the said last will and testament of the said Samuel Betts may be taken and considered as part of this answer, which said last will and testament will be produced (or a duly authenticated copy thereof) on the trial of this cause. And this respondent further says, that since his intermarriage with the said Mary M. Betts they have had several children, of whom eight are now living, viz., Mary, Eliza, Ellen, Sarah, Myra, William, Lyndsay, Florida, and Elidge.

This respondent still further answering says, that in the year 1825 the said Fernando de la Maza Arredondo acknowledged to this respondent that said Samuel Betts was an equal partner, entitled to one-third part of the property and effects of the said firm of Arredondo & Son, although there were no written articles of partnership betwen said partners; the said acknowledgment was deliberately made in writing, and particularly specified as part of the property and effects of said firm the aforesaid grant by the Spanish Government to Arredondo & Son, in which the said Betts was equally interested with the other partners; the said writing was executed by Fernando de la Maza Arredondo, and signed by him in the firm name of F. M. Arredondo & Son; in said writing the said Arredondo describes the grant from the Spanish Government as aforesaid as having been made in the year 1818, instead of 1817, manifestly by mistake, as it correctly describes the grant to be located in Alachua, in East Florida, and also because no other grant was made by the Spanish Government of land in Alachua to the firm of Arredondo & Son. This respondent prays that said writing and acknowledgment of F. M. Arredondo may be taken and considered, when duly proved, as part of his answer to the bill of complaint of the complainants. He further states, that at the execution of said writing and acknowledgment, signed as aforesaid, the son, viz., Jose de la Maza Arredondo, as this respondent has been since informed and believes, was dead, though his death was at the time unknown, both to this respondent and to F. M. Arredondo.

This respondent further answering says, that in the year 1831, without a full knowledge of all the facts, and in ignorance of the true and just rights of his wife aforesaid, he, the said respondent, did agree with *with* the said F. M. Arredondo upon the terms of a compromise as to the interest of his said wife in the grant aforesaid, by which said agreement this respondent and wife were to receive fifteen thousand acres of said grant as an undivided portion of the balance of said grant remaining after certain sales which had been previously made by the said Arredondo & Son, and in consideration of which this respondent and wife were to relinquish forever all rights to any further or other portion of said grant by virtue of the interest of the aforesaid Samuel Betts. This respondent says, that a deed was executed

by the said F. M. Arredondo, conveying to this respondent and his wife fifteen thousand acres of said grant, for the consideration aforesaid, which said deed was signed and delivered to this respondent by the said Arredondo. But this respondent further states, that no deed of release or relinquishment was ever made by him and his wife, or by either of them, of the interest to which they were entitled in said grant; because, upon further inquiry, and before it was expected of this respondent and wife to execute the relinquishment aforesaid, this respondent had ascertained that the said Arredondo had not made fair and full statement of the interest to which the said Samuel Betts was entitled in said grant, and because it was ascertained that the recitals in said deed, executed by Arredondo as aforesaid, did not contain true statements with regard to the sales which he had previously made out of said grant. This respondent, finding that the said Arredondo had either made gross mistakes, or had made false and fraudulent representations to this respondent, and believing that it was designed to take advantage of his ignorance of the true extent of his claim, by right of his wife, and of the difficulties in the way of its full and final establishment, refused to execute any deed, or writing whatever, relinquishing or releasing to the said Arredondo the claim, derived as aforesaid through the said Samuel Betts; on the contrary, the respondent has always regarded said deed of Arredondo to himself and wife as void, and has claimed nothing under it since he ascertained the facts herein before set forth, and has always refused to carry out the verbal agreement for compromise as aforesaid, by *going* any deed or writing whatever, touches his interest in the said grant. This respondent expressly avers, that the only agreement he ever made with the said Arredondo for the fifteen thousand acres before mentioned was a verbal agreement, and that that agreement was not carried into effect by this respondent for the reasons herein before stated. The said deed of the said Arredondo to this respondent and wife, made in the year 1831, as aforesaid, viz., on the 15th of December of said year, acknowledges again the interest of said Samuel Betts in the grant of the Spanish Government as aforesaid, and his membership of the firm of the said Arredondo & Son, and also truly describes the date of said grant as being in 1817; which said deed will be produced on the trial of this cause as evidence, so far as the said F. M. Arredondo is concerned; that the said Samuel Betts was a member of this firm of Arredondo & Son, and fully entitled to his third part of the grant aforesaid.

This respondent admits no allegations in the complainants' bill, except those which are herein particularly specified and admitted; because he has no knowledge of the truth or falsehood thereof, and requires proof of all allegations, so far as they affect his rights, as herein before derived and described. He avers expressly, that the said Samuel Betts, the father of respondent's wife, was a member of the firm of Arredondo & Son, in the city of Havana, in the Island of Cuba, when the grant aforesaid was made by the Spanish Government to the said firm; that he, the said Samuel, was in his lifetime entitled to one-third part of

the partnership aforesaid, and vested in the said Samuel Betts one undivided third part of said grant. And this respondent is informed and believes, that the said Samuel and the Arredondos aforesaid were partners in the Territory of Florida before their removal to and partnership in the city of Havana. This respondent prays that the said last will and testament of the said Samuel Betts may be taken and considered as part of this answer, which said last will and testament will be produced (or a duly authenticated copy thereof) on the trial of this cause. And this respondent further says, that since his intermarriage with the said Mary M. Betts they have had several children, of whom eight are now living, viz., Mary, Eliza, Ellen, Sarah, Myra, William, Lyndsay, Florida, and Elidge.

This respondent still further answering says, that in the year 1825 the said Fernando de la Maza Arredondo acknowledged to this respondent that said Samuel Betts was an equal partner, entitled to one-third part of the property and effects of the said firm of Arredondo & Son, although there were no written articles of partnership betwen said partners; the said acknowledgment was deliberately made in writing, and particularly specified as part of the property and effects of said firm the aforesaid grant by the Spanish Government to Arredondo & Son, in which the said Betts was equally interested with the other partners; the said writing was executed by Fernando de la Maza Arredondo, and signed by him in the firm name of F. M. Arredondo & Son; in said writing the said Arredondo describes the grant from the Spanish Government as aforesaid as having been made in the year 1818, instead of 1817, manifestly by mistake, as it correctly describes the grant to be located in Alachua, in East Florida, and also because no other grant was made by the Spanish Government of land in Alachua to the firm of Arredondo & Son. This respondent prays that said writing and acknowledgment of F. M. Arredondo may be taken and considered, when duly proved, as part of his answer to the bill of complaint of the complainants. He further states, that at the execution of said writing and acknowledgment, signed as aforesaid, the son, viz., Jose de la Maza Arredondo, as this respondent has been since informed and believes, was dead, though his death was at the time unknown, both to this respondent and to F. M. Arredondo.

This respondent further answering says, that in the year 1831, without a full knowledge of all the facts, and in ignorance of the true and just rights of his wife aforesaid, he, the said respondent, did agree with *with* the said F. M. Arredondo upon the terms of a compromise as to the interest of his said wife in the grant aforesaid, by which said agreement this respondent and wife were to receive fifteen thousand acres of said grant as an undivided portion of the balance of said grant remaining after certain sales which had been previously made by the said Arredondo & Son, and in consideration of which this respondent and wife were to relinquish forever all rights to any further or other portion of said grant by virtue of the interest of the aforesaid Samuel Betts. This respondent says, that a deed was executed

by the said F. M. Arredondo, conveying to this respondent and his wife fifteen thousand acres of said grant, for the consideration aforesaid, which said deed was signed and delivered to this respondent by the said Arredondo. But this respondent further states, that no deed of release or relinquishment was ever made by him and his wife, or by either of them, of the interest to which they were entitled in said grant; because, upon further inquiry, and before it was expected of this respondent and wife to execute the relinquishment aforesaid, this respondent had ascertained that the said Arredondo had not made fair and full statement of the interest to which the said Samuel Betts was entitled in said grant, and because it was ascertained that the recitals in said deed, executed by Arredondo as aforesaid, did not contain true statements with regard to the sales which he had previously made out of said grant. This respondent, finding that the said Arredondo had either made gross mistakes, or had made false and fraudulent representations to this respondent, and believing that it was designed to take advantage of his ignorance of the true extent of his claim, by right of his wife, and of the difficulties in the way of its full and final establishment, refused to execute any deed, or writing whatever, relinquishing or releasing to the said Arredondo the claim, derived as aforesaid through the said Samuel Betts; on the contrary, the respondent has always regarded said deed of Arredondo to himself and wife as void, and has claimed nothing under it since he ascertained the facts herein before set forth, and has always refused to carry out the verbal agreement for compromise as aforesaid, by *going* any deed or writing whatever, touches his interest in the said grant. This respondent expressly avers, that the only agreement he ever made with the said Arredondo for the fifteen thousand acres before mentioned was a verbal agreement, and that that agreement was not carried into effect by this respondent for the reasons herein before stated. The said deed of the said Arredondo to this respondent and wife, made in the year 1831, as aforesaid, viz., on the 15th of December of said year, acknowledges again the interest of said Samuel Betts in the grant of the Spanish Government as aforesaid, and his membership of the firm of the said Arredondo & Son, and also truly describes the date of said grant as being in 1817; which said deed will be produced on the trial of this cause as evidence, so far as the said F. M. Arredondo is concerned; that the said Samuel Betts was a member of this firm of Arredondo & Son, and fully entitled to his third part of the grant aforesaid.

This respondent admits no allegations in the complainants' bill, except those which are herein particularly specified and admitted; because he has no knowledge of the truth or falsehood thereof, and requires proof of all allegations, so far as they affect his rights, as herein before derived and described. He avers expressly, that the said Samuel Betts, the father of respondent's wife, was a member of the firm of Arredondo & Son, in the city of Havana, in the Island of Cuba, when the grant aforesaid was made by the Spanish Government to the said firm; that he, the said Samuel, was in his lifetime entitled to one-third part of

said grant, and that since his death the said respondent and his wife are so entitled; and the said Arredondo & Son, or either of them, had no right or authority to sell, transfer, convey, or in any way dispose of, the said third part of said grant, to any person or persons, without the consent of the said Betts, which consent was never given, so far as this repondent knows or believes.

This respondent desires that a decree may be rendered for a partition of the lands contained in the grant aforesaid to Arredondo & Son, and that the portion to which he is entitled, in right of his wife, may, when established to the satisfaction of the court, or if the same should be undisputed by the parties to this suit, be allotted to this respondent by a decree to that effect. Having fully answered, this respondent prays to be herein dismissed with his reasonable costs, &c.

(Signed) JOHN H. LEWIS.
GREGORY YALE, *Solicitor*.

SUPERIOR COURT, *district of East Florida*.

I do hereby certify the foregoing to be a true copy of the original, now on file in my office.

Witness my hand and seal of said court this 10th day of September, A. D. 1845.

[SEAL.]

GEORGE R. FAIRBANKS, *Clerk*,
By FRANCIS FORWARD, *Deputy clerk*.

And afterwards, to wit, on the said sixteenth day of March, in the year of our Lord one thousand eight hundred and forty-six, was issued from the office of the clerk of said district court, in the town of Huntsville, in said district, a subpœna in said cause, in the words and figures following, to wit:

Subpœna.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon John H. Lewis, who is a citizen of the State of Alabama, residing in the northern district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house in the town of Huntsville, in said northern district, on the rule day, to be held on the first Monday in April next, to answer the bill of complaint of Sally Betts, who is a citizen of the State of Connecticut, plaintiff, exhibited on the chancery side of said court, against said John H. Lewis, defendant; a certified copy of which bill of complaint is herewith issued, to be by you delivered to the said John H. Lewis. Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the honorable William Crawford, judge of said district court

of the United States, for the northern district of Alabama, this sixteenth day of March, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States of America the seventieth.

[SEAL.] Attest: B. T. MOORE,
Clerk of said court.

Issued sixteenth day of March, 1846.

Mem.—The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which this writ is returnable, otherwise the bill aforesaid may be taken pro confesso.

Attest: B. T. MOORE,
Clerk D. C., U. S., N. D. Ala.

Marshal's return on subpœna.

Endorsed—"Ret. April rule day, 1846," (marshal's return,) "executed on the 16th day of March, 1846."

BENJAMIN PATTERSON,
Marshal, N. D., Ala.

And afterwards, to wit, on the eighteenth day of May, in the year of our Lord one thousand eight hundred and forty-six, was filed in the office of the clerk of said district court the answer of said defendant, John H. Lewis, in the words and figures following, to wit:

Answer of defendant.

District court of the United States, for the northern district of Alabama, in chancery.

The answer of John H. Lewis to the bill of complaint filed against him by Sarah Darling, in the court aforesaid.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's said bill of complaint contained, for answer thereto, or unto so much or such parts thereof as this defendant is advised is material for him to answer unto, answers and says: That he does not know whether the exhibit A, in complainant's first interrogatory mentioned, is a fair and just copy of the original last will and testament of Samuel Betts, deceased; that he does not know whether it is a fair and just copy of the copy of the will of the said Samuel Betts, as set forth in defendant's answer to a bill in chancery, filed against him and others in the superior court of the district of East Florida, in the then territory of Florida, at the suit of John H. Brush and others. The original last will and testament of said Betts being in the Spanish language, which this defendant does not understand, and this defendant not having the copy thereof filed in

the suit in Florida, as aforesaid, he requires proof of said will. He is unable to say, from memory, whether there is any difference or discrepancy between the exhibit A, as aforesaid, and the original last will and testament of said Betts, or the copy of said will which was filed as part of defendant's answer in the *the* suit in Florida, as aforesaid.

In answer to the second interrogatory of the complainant, the defendant says, that he has neither the original last will and testament of said Samuel Betts, nor a copy thereof in his possession. The reason of its not being in defendant's possession is, as he supposes, because the said will is a part of the records of some public office in the Island of Cuba, where said Betts died after making said will. The original will, this defendant believes, is in the city of Havana and Island of Cuba, and the copy which defendant filed in the suit in Florida as aforesaid was obtained in Havana by this defendant, where a copy can be obtained by complainant, as this defendant believes. This defendant has no knowledge of the probate laws of Cuba, and cannot say whether said will was ever admitted to probate in conformity with the laws of said Island of Cuba.

To the third interrogatory of said complainant this defendant answers and says, that he has never received as yet, of the estate of the said Samuel Betts, one cent of value, either in real, or personal, or mixed property.

To the fourth interrogatory he answers and says, that he has not a copy of the answer filed by him in the suit in Florida as aforesaid, by John H. Brush and other, the said answer being prepared by his counsel in said case under defendant's direction; he cannot say from memory whether the exhibit B, in said fourth interrogatory mentioned, is a true copy of said answer or not.

To the fifth interrogatory defendant answers, that a person by the name of Joseph Fenwick once lived in Madison county, Alabama. This defendant has no personal knowledge that said Fenwick was appointed executor of the last will and testament of said Samuel Betts. His present residence is as much known to this complainant as to the defendant, if he is still alive.

To the sixth interrogatory defendant answers and says, that, as he has before stated, he has never received any property of the estate of said Samuel Betts, either in Cuba or any where else. He does not know the rate of interest either in Florida or in Cuba.

This defendant, having fully answered the interrogatories in said complainant's bill of complaint set forth, prays to be here dismissed with his reasonable costs.

JOHN H. LEWIS,
By his solicitor, E. R. WALLACE.

UNITED STATES OF AMERICA,
Northern district of Alabama.

Before me, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, this day personally

appeared John H. Lewis, and made oath that the *the* statements in the foregoing answer made as of his own knowledge are true, and that those stated on information he believes to be true.

JOHN H. LEWIS.

Subscribed and sworn to before me, this 18th day of May, 1846.
Teste: B. T. MOORE, *Clerk, D. C.*

(Endorsed:) "Filed 18th day of May, 1846.
Teste: B. T. MOORE, *Clerk, D. C.*

And afterwards, to wit, on the ——— day of ——— was filed in office of the clerk of said district court exceptions to the answer of said defendant, John H. Lewis, in the words and figures following, to wit:

Exceptions to answer.

Exceptions to defendant's answer to each interrogatory.

DARLING vs. LEWIS.

First interrogatory asks the question, if exhibit (A) is not a fair and just copy of a copy of the original last will and testament of Samuel Betts, deceased, which the defendant himself filed in the superior court of the district of East Florida, at the suit of Jno. H. Brush et als. against said defendant and others; and if not fair copy, wherein does the difference consist? To this defendant replies, he does not know whether exhibit (A) is a fair copy or not. Now we have a right to defendant's answer, not only to effect a discovery, but to save expense and trouble in the procuring of testimony. Story's Eq. Pl., p. 646, first ed. An answer must be full and perfect to all the material allegations in the bill. See Story's Eq. Pl., 653–54–55–56.

"If a fact is charged within defendant's own knowledge, as if done by himself, he must answer positively—655–56, before referred to. And if defendant did not recollect, it was his duty to have refreshed his memory, or to have satisfied himself, so as to answer fully and perfectly. The whole answer is of a like character with the answer to the first interrogatory.

To me the answer does seem altogether evasive, and when evasive, it may be taken from the files as no answer, and a judgment pro confesso entered. See. Sto. Eq. Pldg., 654, note 3, first edition.

MOORE, *for Pltff.*

(Defendant's brief to sustain sufficiency of answer.) "Gurley's Equity Evidence, p. 19—rules of Supreme Court, U. S. 39 and 40. 1 Howard."

Minute entry, referring paper to judge, &c.

And now afterwards, to wit, on the twenty-first day of May, it being a day of the term of said district court, begun and held at the court-

house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and forty-six, come by their solicitors, and by their consent, the judge of this court takes the papers in said cause to decide in vacation upon the exceptions filed by complainant to defendant's answer, and that his decision shall be entered as of the present term, and said cause is continued.

And afterwards, to wit, on the ——— day of ——— was filed in said cause the decision of said court, in the words following, to wit:

Decision of court on exceptions to answer.

(Decision of court on exceptions to answer.)

SARAH DARLING
vs.
JOHN H. LEWIS.

The respondent does not sufficiently answer the interrogatories of the complainant, but the bill of complainant does not allege sufficient matter for equitable relief against the said respondent. It does not show that the executor has not paid the legacy; and if it has not been paid, it does not show any reason for proceeding against the residuary legatee instead of the executor. It will, of course, be necessary to amend the bill.

WM. CRAWFORD.

Mobile, Sept. 26th 1846.

Amendment to bill.

(Amendment to bill.)

And afterwards, to wit, on the 24th day of November, 1846, was filed in said cause an amended bill, in the words following, to wit: The amendment of Sarah Darling to her bill of complaint filed against John H. Lewis, in the office of the clerk of the district court of the United States, for the northern district of Alabama, on the sixteenth day of March, eighteen hundred and forty-six.

SARAH DARLING
vs.
JOHN H. LEWIS.

Complainant avers that no one within her knowledge or belief has ever taken out letters testamentary or letters of administration on the estate of said Samuel Betts, deceased, either in the State of Alabama or elsewhere. That no one, except the said defendant, John H. Lewis, within the knowledge or belief of complainant, has ever received any part whatever of the estate of said Samuel Betts, deceased. And that no person has ever paid the said legacy herein sued for, or any part thereof.

And complainant asks that said defendant be compelled, on his corporal oath, to answer fully and fairly the following interrogatory :

Interrogatory 7. Whether or not has any one, within your knowledge or belief, taken out letters of administration or letters testamentary on the estate of said Samuel Betts, deceased?

SAMUEL D. J. MOORE.

(Endorsed.)

Filed in my office, 24th November, 1846.
Teste: B. T. MOORE, *Clerk, D. C.*

Defendant's second answer.

(Second answer of defendant.)

And afterwards, to wit, on the eighth day of December, in the year of our Lord one thousand eight hundred and forty-six, was filed in the office of the clerk of said court, in said cause, the second answer of said defendant, in the words and figures following, to wit:

District court of the United States, for the northern district of Alabama.

In chancery.

The answer of John H. Lewis to the bill of complaint filed against him by Sarah Darling in the court aforesaid.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors and inconsistencies in the complainant's said bill of complaint contained, for answer thereto, or unto so much thereof, or such parts thereof, as this defendant is advised is material for him to answer unto, answers and says, to the complainant's first interrogatory:

That it is true that this defendant was a defendant to a suit in chancery in the now State of Florida, brought by John H. Brush and others against this defendant and others; and that in said suit, before the termination thereof, a copy of the last will and testament of Samuel Betts, deceased, who died in Havana, in the Island of Cuba, was filed as part of the evidence of defendant's claim in said suit, in right of his wife. The original will was in the Spanish language, and this defendant obtained a copy thereof in the Spanish language, in the city of Havana, in the office of a notary in that city; this defendant believes the said office to be the one in which such papers were deposited and filed according to the laws of the Island of Cuba. This respondent believes that the Spanish copy of said will was filed in the suit in Florida as aforesaid, and he believes that a translation in the English language was filed among the papers of said suit.

This defendant further answering said first interrogatory says, that the suit aforesaid was terminated by the agreement and consent of the parties to said suit, they entering into a written agreement or covenant, which was put upon the records of the court in Florida, in which the suit commenced; and the said agreement, by consent, was made the

decree of the said court. The case was not tried in the regular and usual way, but was settled and disposed of in the manner just stated; and this respondent says, that the copy of said will was not adjudicated upon, and as this respondent was informed by his counsel was so authenticated as to render it too doubtful to rely upon it alone if the case had gone regularly to trial. This respondent, not knowing the Spanish language, cannot say that the translation marked exhibit (A) in complainant's bill, is a just and correct translation. He believes it to be a correct copy, but cannot say that it is upon his oath, and therefore cannot admit the same in prejudice of his rights, without proof thereof. This defendant cannot say that there is any difference between exhibit A, and the copy in English of said will filed in said suit, and believes it to be a copy.

In answer to the second interrogatory of complainant the defendant states, that the original last will and testament of said Samuel Betts is not in his possession. And in answer to that part of the interrogatory which asks why it is not in his possession, he can give no other reason, than that he supposes and believes, that it is a part of the records of some public office in the Island of Cuba, in which such papers are required to be filed, and that this defendant has no right, that he is aware of, to the possession of said original. This defendant believes said will to be in the city of Havana, in the Island of Cuba, in an office in which such papers are required to be filed by the laws of Cuba, and he believes that the officer having charge of said office is called a notary, and he cannot describe any further, or with more particularity, the place in Havana where it may be found. This defendant obtained a copy in the Spanish language, as before described, from said notary in Havana. This defendant does not know whether said will has been admitted to probate in Havana; for he does not know the laws governing such things in the Island of Cuba, but he believes that whatever said laws require, as to last wills and testaments, was duly done and performed; but he cannot admit the same in prejudice of his rights without proof.

In answer to the third interrogatory this defendant states, that he has received no property, lands, or moneys from the estate of said Samuel Betts. There was a decree in the suit in Florida, as aforesaid, entered of record by the consent of the parties, without formal and regular trial, and that decree gives to Mary M. Lewis, the wife of defendant, a large amount of land. No decree has been made in favor of defendant, and the decree in favor of Mary M. Lewis needs yet the action of the said court in Florida, so far as this respondent is informed and believes, before it becomes a final decree of said court, said further action of said court being required on the report of commissioners appointed to make partition of said lands. This respondent cannot say what is the value of the land which is given by the decree of said court to Mary M. Lewis, his wife, because said decree is not yet final, and awaits the action of said court. The property or bonds involved in said suit was

granted to F. M. Arredondo and Son in their partnership name, and said Betts was a partner of said firm.

In answer to the fourth interrogatory, the defendant admits the exhibit B in complainant's bill to be a copy of the answer filed by him in the suit aforesaid in Florida.

To interrogatory fifth he says, that Joseph Fenwick did reside in the State of Alabama, and the county of Madison, and he believes that said Fenwick is dead.

To interrogatory sixth defendant answers and says, that he has received no property, and therefore can give no estimated value of property belonging to said Betts's estate, either in Florida or in Cuba. Defendant does not know the rate of inter[est] in Florida or in Cuba, either now or at any former time, nor has he any information on the subject. Defendant received no property.

To interrogatory seventh in complainant's amended bill defendant answers, that he does not know or believe, that any person has taken out letters of administration on the estate of said Samuel Betts in the United States. He does not know whether there was or was not administration in Cuba; and has no information on the subject.

Defendant, having fully answered the interrogatories in said complainant's bill of complaint, and amended bill of complaint set forth, suggests that the bill is defective for want of proper parties, and prays to be here dismissed with his reasonable costs.

JOHN H. LEWIS,
By his solicitor, E. R. WALLACE.

UNITED STATES OF AMERICA,
Northern district of Alabama.

This day personally appeared before me, George W. Lane, judge of the fifth judicial circuit of the State of Alabama, John H. Lewis, who, being first duly sworn, says, that the matters and things in the foregoing answer, so far as stated from his own knowledge, are true, and so far as stated from the information of others, he believes to be true.

JOHN H. LEWIS.

Sworn to and subscribed before me, this 7th of December, 1846.
GEO. W. LANE.

Endorsed: Filed in my office this 8th December, 1846.
Teste, B. T. MOORE, *Clerk, D. C.*

Minute entry relative to exception.

And afterwards, to wit, on the twenty-third day of November, it being a day of the term of said district court, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-seven. This cause having been under the consideration of the court during the last vacation, by the consent

of the parties herein, and with the assent of the court, it is considered by the court that the respondent does not sufficiently answer the interrogatories of the complainant; but the bill of complainant does not allege sufficient matter for equity relief against the said respondent. It does not show that the executor has not paid the legacy; and if it has not been paid, it does not show any reason for proceeding against the residuary legatee instead of the executor. It will, of course, be necessary to amend the bill.

Order granting trover to amend.

And afterwards, to wit, on the twenty-fourth day of November, being a further day of the term last aforesaid, come the parties by their counsel, and on application of complainant, it is ordered that she have leave to amend her bill of complaint, which is accordingly done.

Replication.—(Replication)

And afterwards, to wit, on the fourth day of January, in the year of our Lord one thousand eight hundred and forty-seven, was filed in said cause, in the office of the clerk of said district court, the replication of said complainant, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
Northern district of Alabama.

District court of the United States, for the northern district of Alabama, at Huntsville.

SARAH DARLING, plaintiff,
vs.
JOHN H. LEWIS, defendant.

The replication of said complainant to the answer of said defendent.

This repliant, saving and reserving to herself all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the answer of said defendant, for replication thereunto says, that she does and will aver, maintain, and prove her said bill to be true, certain, and sufficient in the law to be answered unto by said defendant; and that the answer of said defendant is very uncertain, evasive, and insufficient in law to be replied to by this repliant; without that, that every other matter or thing in said answer contained material or effectual in law to be replied to, and not herein and hereby well and sufficiently replied to, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain, and prove, as this court shall direct; and humbly prays as by her bill she has prayed.

S. D. J. MOORE,
Sol. and counsel for complainant.

Endorsed: Filed 4th day of January, 1847.
Teste: B. T. MOORE, *Clerk, D. C.*

Minute entry referring papers to judge for decree.

And afterwards, to wit, on the twentieth of May, it being a day of the term of said district court, begun and held at the court-house, in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and forty-seven, the following entry was made in said cause, to wit: This day this cause coming on for final hearing upon the bill of complaint, answer of said respondent, and exhibits and proofs on file by consent; and thereupon it is agreed by the parties, that the court shall take the papers in said cause, &c., for examination and consideration, in vacation, and at the next term of this court render a final decree in the premises.

Decree.

And afterwards, to wit, on the twenty-third day of November, it being a day of the term of said district court, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-seven, the following entry was made in said cause, to wit: In this cause, it having been agreed by the parties, at the last term of this court, that the court should take the papers in said cause for examination and consideration in vacation, and at this term of this court render a final decree in the premises; and the court having taken such papers for examination and consideration as aforesaid, and now proceeding to render a final decree in the premises, orders, adjudges, and decrees, that said complainant recover against said defendant the sum of seven thousand six hundred and forty-five dollars and forty-five cents, being the amount of the legacy specified in said bill of complaint, and the interest due thereon up to this time, together with the costs herein expended, &c. And it is further ordered, that execution be issued therefor accordingly.

Order to continue.

And afterwards, to wit, on the twenty-fifth day of said month, (November,) it being a day of the term last aforesaid, the following order was made in said cause: Comes the defendant, by his solicitors, and his petition for a rehearing having been read before the court, it is ordered that the same be continued.

Petition for rehearing.—(Petition for rehearing.)

And on the twenty-fourth day of November, in the year of our Lord one thousand eight hundred and forty-seven, was filed in the office of the clerk of said district court a petition for rehearing in said cause, in the words and figures following, to wit:

SARAH DARLING
vs.
JOHN H. LEWIS.

District court of the United States, for the northern district of Alabama.
Petition for rehearing

To the honorable William Crawford, judge, presiding in chancery in said court.

The petition of John H. Lewis, the above named defendant, respectfully showeth, that your petitioner finds himself much aggrieved by a decretal order made by your honor in the above entitled suit; whereby it was, among other things, ordered that your petitioner should pay the above named complainant the sum of twenty-five hundred dollars, with interest thereon, which sum is claimed by the complainant, as a legacy left by the will of the late Samuel Betts. And your petitioner submits, that the decree is erroneous, because your petitioner shows to your honor that the decree in the State of Florida, mentioned in your petitioner's answer, is not a final decree; and that your petitioner has not received in right of his wife, or on his own account, as yet the least benefit from said decree, and it is not certain that he ever will. For your petitioner states, that the report of the commissioners, appointed to make partition of the lands specified in the suit in Florida aforesaid was objected to by some of the parties thereto, and set aside by the court; and that another set of commissioners have been subsequently appointed by said court in Florida, with directions to make partition again of said lands among the claimants entitled thereto; and that by laws of Florida the next regular term of the court, to which said report must be made, will be held in the month of June, 1848, as your petitioner is advised and believes; thus making it manifest that your petitioner will be compelled to pay a large sum of money to the complainant as a legacy out of his own funds, when he has received nothing under the decree rendered in favor of his wife.

He respectfully shows, further, that after the decree in the suit in Florida, as before mentioned, a bill of review was filed by one Putnam, executor of one Mitchell, and a party to the said decree, and it was decided by the circuit court in which the cause was pending, and afterwards, on appeal, by the supreme court of the State of Florida, that a bill of review would not lie in the case, because the decree sought to be opened by it was not a final decree. And after the said decision of the supreme court of Florida, the said Putnam filed a petition in the circuit court of the said State for leave to file a bill in the nature of a bill of review, the object of which is to open said decree for another hearing. And your petitioner states that said petition was argued at the term of said court held in the month of October, within the last few weeks, and is now under advisement by the judge of said court, as your petitioner believes.

Your petitioner further respectfully shows, that a copy of the decision

of the supreme court of Florida, herein before mentioned, was sent to him by his attorney, Mr. Yale, of Florida, which copy he here submits to your honor, and prays to be taken as part of this petition, by which it will appear that, by the acts of the legislature of Florida, as well as by the decision of the supreme court thereof, the decree directing the partition of said lands was not a final decree, but an interlocutory decree. The copy aforesaid is marked (A), and herewith filed. Your petitioner believes and entertains no doubt that it is a true copy of the decision of said court. And in view of continued litigation in the said case, the circuit court appointed a receiver to take charge of such rents and profits of the land as might accrue before a final decree.

Your petitioner further submits, that he ought not to be held chargeable with the deed from Arredondo for fifteen thousand acres, because, though he is charged in the complainant's bill with having received it, the bill also makes your petitioner answer in the Florida suit a part of his bill, by making it an exhibit, and that answer shows that your petitioner regarded it as void; that he has never claimed or received any thing under it, and that, so far as it can be considered as a portion of the legacy left to his wife, it is wholly merged and embraced in the decree for sixty-two thousand acres of land, in the suit in Florida. Your petitioner states, that but for the abandonment of the deed for fifteen thousand acres, he believes that he could not and would not have obtained the decree for the sixty-two thousand acres.

Whereupon your petitioner respectfully prays, that your honor will be pleased to vouchsafe a rehearing of this cause before your honor, your petitioner submitting to pay such costs as the court shall award in case his complaint shall be found groundless. And your petitioner will ever pray, &c.

E. R. WALLACE,
Sol. for def't.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

Before me, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, this day personally appeared John H. Lewis, the petitioner in the foregoing petition, and makes oath in due form of law that the statements contained in the foregoing petition, as of his own knowledge are true, and that those made from the information of others he believes to be true.

JOHN H. LEWIS.

Subscribed and sworn before me, this 24th November, 1847.
(Test) B. T. MOORE, *Clerk, D. C.*

Endorsed—Filed 24th November, 1847.
(Test) B. T. MOORE, *Clerk, D. C.*

Exhibit A, to petition for rehearing.

(Exhibit A, to said petition.)

From the circuit court of St. John's county.

PUTNAM, ex'or of MITCHELL,
vs.
JOHN H. LEWIS and his wife.

The record in this case presents an application for a bill of review, through a petition and affidavit for that purpose, obliging the pendency of a suit in chancery between petitioner and others, and defendants and others, for partition, and the rendition of a decree in the case which is stated to have been duly recorded and signed. It asks for liberty to file a bill of review, for the purpose of having said decree reviewed, reversed, and set aside, having recited facts, in the opinion of the applicant, sufficient to entitle him thereto. The court below refused the application, from which an appeal is taken to this court.

It is conceded that a bill of review lies only after a final decree, so that the first inquiry is, whether the decree rendered in this case is of that character.

By reference to the record it is seen that the decree passed by consent for the "ascertaining the interest of the respective parties, and also appointing commissioners to make partition of the lands and premises mentioned in the pleadings among said parties, according to their respective rights and interests, as ascertained by this court, and established by this decree; and said commissioners were ordered, after having made such partition, to report the same in writing to this court without delay."

We are clearly of opinion that this is an interlocutory, not a final, decree. "In proceedings in partition, both at law and in equity, there are two judgments and decrees, the one interlocutory, and the other final. The first is quod partitio fiat inter partis detenementis, upon which a writ or commission goes, commanding that partition be made; and upon the return of this writ or commission executed, if the proceedings are approved by the court, the second judgment is given quod partitio prædicta firma et stabilis in perpetuam teneatur. This is the principal judgment; and of the other, before this is given, no writ of error lies." 1 Coke, 167 b, 168 a.; Thomas Coke, 1 vol., 807–'8; 8 Missouri Rep., 55. "All the authorities state that a bill for partition is exactly the same as the writ at common law." 17 Vesey, 549. It is contended, however, that the test of a decree's being final is that an appeal will lie upon it; and we have been referred to various cases of partition in the English courts, showing appeals from decisions of the master of the rolls to the lord chancellor, in cases like the one under consideration. If their mode of proceeding were like ours, such an authority would be entitled to great respect. But we find no such similitude or resemblance. By our statute, which in this respect is the

same as that prevailing in the circuit and district courts of the United States, a decree must be final before an appeal can be had. Not so in the English courts of chancery; for there an appeal may be taken from every order on a partition, motion, or interlocutory decree, in the progress of a suit; and this seems to be the course in New York. 3 John. Ch., 66, 68, 123, 163; 15 Vesey, 184; 16 Vesey, 213, 218; 18 Vesey, 453; 9 Vesey, 319; 14 Vesey, 184; 15 Vesey, 585.

If there were doubts, however, as to the character of this decree, upon the authorities, there can be none under the law of the legislature under which this proceeding was instituted. The sixth section of the act "to provide for the partition or division of real estate, approved 14th March, 1844," enacts that either party may file objections to the report of the commissioners within ten days after they shall be notified of the filing of the same, &c., &c.; if no objections are filed, or if the court is satisfied that they are not well founded, then the report shall be confirmed, and a final decree shall be entered up, which shall accordingly vest in the respective parties the title of the several parcels or portions of the premises allotted to them respectively, and shall give to each of them possession and quiet title to their respective shares as against the other parties to the suit, or those claiming through or under them, and a certified copy of said decree, recorded in the office of the county clerk in which the lands lie, shall have the same effect as if mutual releases had been executed between the parties." Acts of 1844, pages 23–'4.

The decree in this case being interlocutory, a supplemental bill, in the nature of a bill of review, would seem to be the appropriate remedy. 2 John. Ch., 490; 2 Att., 40, 534; 2 Vesey, senr., 598; Mit., 71; 17 Vesey, 177. Possibly an original bill might accomplish the object. This, however, will be for the consideration of the circuit court. We, then, concur with that court in refusing to grant the petition, and dismissing the case, and order that the same be affirmed without prejudice to an application, if thought proper, for other appropriate proceeding.

The decree is therefore affirmed, with costs.

Notice to defendant of motion to dismiss petition for rehearing.

(Notice.)

And afterwards, to wit, on the day of , was filed in the office of the clerk of said district court a notice to said defendant, in the words and figures following, to wit:

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

SARAH DARLING
vs.
JOHN H. LEWIS. } In chancery.

In the district court of the United States, for the northern district of Alabama.

The defendant, John H. Lewis, will take notice, that the plaintiff herein, by her counsel, will, on Thursday after the fourth Monday in May, instant, at the court-room of the district court of the United States, for the middle district of Alabama, in the city of Tuscaloosa, in said middle district, make a motion before his honor, William Crawford, judge of the United States district court in Alabama, to dismiss the petition of said defendant, John H. Lewis, for a rehearing in said cause, when and where said defendant can attend.

May 8th, 1848.

S. D. J. MOORE,
Counsel and solicitor for complainant.

Marshal's return on notice.

(Endorsed)—"Executed on E. R. Wallace, solicitor and counsel for defendant, May 13th, 1848.

BENJ. PATTERSON.
Marshal, N. D. A.

By his deputy, C. D. KAVANAUGH."

Defendant's affidavit.

(Affidavit.)

And afterwards, to wit, on the twenty-ninth day of November, in the year of our Lord one thousand eight hundred and forty-eight, was filed in said cause an affidavit, made by said defendant, in the words and figures following, to wit:

SARAH DARLING
vs.
JOHN H. LEWIS.

District court of the United States, for the northern district of Alabama.

Defendant in this cause makes oath, since the petition for a rehearing was filed, that the petition of Benjamin A. Putnam, referred to in said petition for rehearing as being under advisement by the circuit court of Florida, was duly granted; and that under said leave of court said Putnam and others have filed their bill, in the nature of a bill of review, and by the same has wholly suspended the execution of said decree; that he has, at the term of said court of Florida, sitting in St. Augustine, on the 6th inst., answered the same, and that the same is now at issue. That neither himself or wife have as yet received any benefit from said decree; nor have they, as yet, received one dollar in

value from the estate of said Samuel Betts, in real, personal, or mixed property.

JOHN H. LEWIS.

Subscribed and sworn before me, this 29th November, 1848.
Teste: B. T. MOORE, *Clerk, D.C.*

(Endorsed)—"Filed 29th November, 1848.
Teste: B. T. MOORE, *Clerk, D.C.*"

And now afterwards, to wit, on the second day of December, it being a day of the term of said district court, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday in November, in the year of our Lord one thousand eight hundred and forty-eight, the following order was made in said cause:

Order dismissing petition for rehearing.

"Come the parties, by their solicitors, and the petition for rehearing in this cause having been argued by counsel, and understood by the court; because it appears to the satisfaction of the court that the matters and things in said petition are not sufficient for the granting of said petition; it is therefore considered by the court that the said petition be dismissed."

And now afterwards, to wit, on said second day of December, it being a day of the term last aforesaid of said court, the following entry was made in said cause, to wit:

Order granting appeal, and allowing 30 *days to execute appeal bond.*

"Comes the defendant, by his solicitors, and prays an appeal in this cause to the next term of the Supreme Court of the United States, which is granted; and on motion of said defendant, by his solicitors, it is ordered that he be allowed thirty days to execute an appeal bond in this cause, to be approved by the judge of this court."

Appeal bond.

(Appeal bond of defendant.)

Know all men by these presents, that we, John H. Lewis and William Knox, are held and firmly bound to Sarah Darling, in the penal sum of fifteen thousand eight hundred and fifty dollars, for the due payment of which we, and each of us, do bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this ninth day of December, eighteen hundred and forty-eight.

The condition of the above obligation is such, that whereas, in a suit heretofore pending in the district court of the United States, for

the northern district of Alabama, at Huntsville, in said district, wherein Sarah Darling was plaintiff and John H. Lewis was defendant, a decree was rendered by said district court, on the twenty-third day of November, being a day of the term of the district court aforesaid, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-seven, for the sum of seven thousand six hundred and forty-five dollars and forty-five cents, besides costs, in favor of said plaintiff, against said defendant; and whereas, during the term last aforesaid of said district court, said defendant filed a petition for rehearing, which said petition was continued; and at the November term, eighteen hundred and forty-eight, of said district court, said petition, upon being argued by counsel, was dismissed by said court; and whereas, upon the dismissal of said petition, said defendant prayed an appeal to the next term of the Supreme Court of the United States, to be held in the city of Washington, in the District of Columbia, on the first Monday in December, eighteen hundred and forty-eight; which appeal was granted by said district court, and said defendant, on motion, allowed by said court thirty days to enter into an appeal bond.

Now, if the said John H. Lewis shall prosecute his appeal to effect, and pay and satisfy any judgment or decree which said Supreme Court may render against him, then the above obligation shall be null and void; else to remain in full force and virtue.

JOHN H. LEWIS, [SEAL.]
WILLIAM KNOX. [SEAL.]

I approve the above bond, this 9th day of December, 1848.
WM. CRAWFORD, *Judge*.

(Endorsed)—" Filed in my office, 14th day of December, 1848.
Teste: B. T. MOORE, *Clerk, D.C.*"

Acknowledgment of F. M. A. & Son, that Betts was a partner, &c.

(Proofs introduced on the hearing of said cause.)

Whereas Samuel Betts, deceased, late merchant of the city of Havana, was a partner of the third part in the mercantile house of Fernando de la Maza Arredondo & Son, of the said city; and the said Betts never having had any article of co-partnership with said partners, and his heirs and devisees consequently having no evidence of the rights of the said Betts, this is to acknowledge that the said Betts was a partner, and entitled to one-third part of the results of the said concern, when the accounts are settled and paid and recovered; likewise one-third part of the benefit which will result to said firm of one tract of land, granted by the Spanish government, in Allachua Territory, province of East Florida, in the 22d day of December, eighteen hundred

and eighteen, to F. M. Arredondo & Son. Havana, this 24th day of March, 1825.

F. M. ARREDONDO & SON.

Signed in presence of—
JOSEPH FENWICK.

Sv. Cd. Personally appeared before me, Joseph Fenwick, who being duly sworn says, that he was present, and said F. M. Arredondo & Son signed the foregoing instrument of writing, for the uses and purposes therein mentioned; and that he, the deponent, subscribed his name as a witness to the same.

JOSEPH FENWICK.

Sworn to before me, this 7th April, 1823.

W. LAVAL,
Not. pub. and Q. U.

SECRETARY'S OFFICE, *Charleston.*

I do hereby certify the foregoing instrument of writing to be duly recorded in Miscellaneous Records, book B, B, B, B, B, this 7th April, 1823, and examined by

W. LAVAL,
[SEAL.] *Secretary of State, State of South Carolina.*

RICHARD J. MANNING.

By his excellency Richard J. Manning, governor and commander in chief in and over the State aforesaid, to all to whom these presents shall come:

Know ye, that W. Laval, esquire, whose seal and signature appear to the instrument of writing hereunto annexed, is one of the justices of the quorum, assigned to keep the peace for the said State, and notary public, commissioned by letters patent under the great seal of the State.

Therefore all due faith, credit, and authority is and ought to be had and given to his proceedings, certificate as such. In testimony where of I have hereunto set my hand, and caused to be affixed the seal of the State, in the city of Charleston, the seventh day of April, in the year of our Lord one thousand eight hundred and twenty-five, and in the forty-ninth year of the independence of the United States of America.

By the Governor.

W. LAVAL,
Secretary of State.

TERRITORY OF FLORIDA,
St. John's county.

On the first day of December, A. D. 1831, I, the subscriber, clerk of the county court, for the county and territory aforesaid, have, at the

request of Charles Downings, esquire, recorded the within and annexed instrument of writing. Witness my name the date above written.

BERNARDO SEGUI,
Clerk, C. C.

TERRITORY OF FLORIDA,
St. John's county, city of St. Augustine, ss.

I, Peter B. Dumas, clerk of the county court of St. John's county, in the Territory of Florida, do hereby certify, that the foregoing instrument of writing is a true and correct copy of the whole of a record of the acknowledgment of F. M. Arredondo & Son, relating to the partnership between them and Samuel Betts, taken from record book I, pages 188, 189, 190, in the office of the clerk of the county court of said county.

Witness my hand, and the seal of the county court of St. John's county, at St. Augustine, the twenty-third day of September, A. D. eighteen hundred and forty-one.

[SEAL.]

P. B. DUMAS,
Clerk, C. C.

Deed from F. M. A. to J. H. Lewis and wife.

(Deed from F. M. Arredondo to John H. Lewis and wife.)

F. M. Arredondo to John H. Lewis and wife:

Whereas, on the 6th of August, 1815, Samuel Betts, then of the town of Fernandina, and province of East Florida, and now dead, did, on the day and at the town aforesaid, in the presence of Bernardo Segui, escribano of government for said town of Fernandina, assign and set over to Don Fernando de la Maza Arredondo, Francis Philip Fatio, and George Fleming, all of ¼ property of said Betts, in said assignment specified, in trust for the payment of sundry debts of the said Betts, when his, the said Betts's, creditors should produce to the said trustees the evidences of their debts aforesaid, and give to his said trustees good and proper discharges for said debts of the said Betts; and the said Fatio and the said Fleming having departed this life without taking upon themselves the burdens of the said trust, and Joseph Arredondo, and Simon Maywood, and D. Crocher, being the only creditors of the said Betts, who have produced to me, as assignee in trust as aforesaid, any evidence of debt due to them from the said Betts, and John H. Lewis, the husband of Mary M. F., the daughter and heiress of the said Betts, having produced to me the assignment of the said Joseph Arredondo, dated on the 12th November, 1824, transferring and setting over to the said Mary M. F. Betts, now Lewis, the daughter of said Samuel Betts, all the right and claim of the said Joseph Arredondo under the assignment aforesaid, and also the transfer to the said John H. Lewis of all the claim of the said Maywood and D. Crocher, under and by virtue of said assignment, bearing date the 7th April, 1825; and the said Lewis having also produced to me, and rendered

up to be cancelled, two receipts executed by me on the 5th September, 1808, to Ezra Reed, the one for an acceptance of the said Betts, in favor of Crocher and Hickburn, for twelve hundred dollars, the other for an acceptance of said Betts, in favor of Messrs. Blake and Maywood, for seven hundred and forty-two dollars.

Now, therefore, for and in consideration of the premises, as well as for the further consideration of one dollar, to me paid by the said John H. and Mary M. F. Lewis, I do by these presents declare the purposes of the said trust, so far as assumed by me, to be fulfilled and ended, and the property so conveyed in trust to be revested in the said John H. Lewis and Mary M. F., his wife, as the legal representatives and heirs at law of the said Betts; and I do hereby divest myself of all, either in law or in equity, of the said property, whether real or personal, conveyed in trust as aforesaid, and I do reconvey the same, as fully as of right I may do, to the said John H. Lewis and Mary M. F., his wife, and to their heirs forever.

Witness my hand and seal this 15th December, 1831.

FERNANDO M. ARREDONDO. [SEAL.]

Signed, sealed, and delivered in presence of—
SAMUEL BLAIR,
C. DOWNING.

TERRITORY OF FLORIDA, *St. John's county.*

On the tenth day of January, A. D. 1832, Charles Downing, a subscribing witness to the within instrument of writing, came before me, the subscriber, clerk of the county court for the county and territory aforesaid, and made oath that F. M. Arredondo, in his presence, and in the presence of Samuel Blair, executed the same as and for his act and deed for the purposes therein mentioned; whereupon I have recorded the same.

Witness my name, the date above written.

BERNARDO SEGUI, *Clerk, C. C.*

TERRITORY OF FLORIDA,
St. John's county, city of St. Augustine, ss.

I, Peter B. Dumas, clerk of the county court of St. John's county, in the territory of Florida, do hereby certify, that the foregoing instrument of writing is a true and correct copy of the whole of a record relating to the trust assigned to F. M. Arredondo, taken from record book 1, pages 200, 201, in the office of the clerk of the county court of said county.

Witness my hand, and the seal of the county court of St. John's county, at St. Augustine, the twenty-third day of September, A. D. eighteen hundred and forty-one.

[L. S.]

P. B. DUMAS, *Clerk, C. C.*

Deed from F. M. A. to J. H. Lewis and wife.

(Deed from F. M. Arredondo to John H. Lewis and wife for 15,000 acres of land.)

This indenture, made and entered into this 15th day of December, one thousand eight hundred and thirty-one, between Fernando de la Maza Arredondo, now of this territory, of the one part, and John H. Lewis and Mary M. F. Lewis, formerly Betts, the daughter of Samuel Betts, deceased, witnesseth: That whereas a grant was made by the Spanish government in the island of Cuba and city of Havana, on the 22d day of December, 1817, signed by Don Alexander Ramarez, intendant of Cuba, to Fernando de la Maza Arredondo & Son, merchants and partners, by which said grant the Spanish government, for the purposes and for the considerations therein specified, conveyed to the said Fernando de la Maza Arredondo & Son, merchants as aforesaid, four leagues of ground, to each point of the compass, in the territory called Alachua; the said four leagues of land to be reckoned, run or surveyed, from a point called Alachua, and now called Micanopy, or Wantons, situated, as described in said grant, fifty-two miles west of the city of St. Augustine, and about thirty-six west of the river St. John's, and is said to contain two hundred and eighty-nine thousand six hundred and forty-five acres and four-sevenths, or three hundred and forty-two thousand two hundred and fifty arpens and one-seventh, it being the same claim or grant now depending for adju-[di]cation and confirmation before the Supreme Court of the United States in the name of Fernando de la Maza Arredondo and others; and whereas, at the time and date of said grant, made, as aforesaid, to F. M. Arredondo & Son, merchants, &c., the said Samuel Betts, the father of the said Mary M. F. Lewis, of the second part, was a joint and full partner of the said mercantile firm of F. M. Arredondo & Son, and as such partner was by law and contract jointly and equally interested in, and intended to be benefitted by, the aforesaid grant, after all the expenses and outlays for performing the condition on which said grant was made should be fully paid and satisfied; and the said Betts having died without any written evidence of his, the said Betts's, claim to his proportion of the grant aforesaid, and the said F. M. Arrredondo, being willing and anxious to do ample justice to the said Mary M. F. Lewis, the only heir and legal representative of his deceased partner, the said Samuel Betts, who was entitled, as such partner, to one-third part of the results of said mercantile house of F. M. Arredondo & Son, when the same should be settled, paid, and recovered; and the said John H. Lewis and Mary, his wife, having on this day entered into a full and satisfactory arrangement with the said F. M. Arredondo, by which a final settlement has been effected between the said Arredondo and the said Lewis and wife, heirs and representatives of the said Betts aforesaid, by which said arrangements it is covenanted and granted, by and between the said parties, that the said John H.

Lewis and Mary F. M., his wife, shall and do release and forever acquit the said Arredondo of all and every claim which they, the said John H. and Mary M. F. Lewis, the parties of the second part, may now, or at any time might or could, have to any part, share, or interest of, in, or to the results of the said mercantile house of F. M. Arredondo & Son, as the representatives of the said Samuel Betts, deceased, a partner of said house, as well as to any further claim to any part or portion of the said above in part recited grant in Alachua aforesaid, for and on condition that the said Arredondo will and do convey to them, the said parties of the second part, fifteen thousand acres, an undivided part of the said Alachua grant, in as full and absolute a manner as the said Arredondo, having heretofore sold and conveyed the quarter portion of said grant to the New York association and others; and the parties of the second part being willing to receive the said fifteen thousand acres as an undivided portion of the share or balance which remains to the said Arredondo & Son after the sales aforesaid heretofore made as aforesaid, now, therefore, this indenture witnesseth, that, for and in consideration of the premises, as well as the consideration of fifty dollars, in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, the said F. M. Arredondo, the party of the first part, hath granted, bargained, and sold, unto the parties of the second part, one undivided portion or part, consisting of fifteen thousand acres of land, in the said Alachua grant, to be allotted or apportioned to the said parties of the second part out of what share or balance which may or shall remain to the said F. M. Arredondo when and after a division shall be had between the said Arredondo and the said New York association, and other purchasers of shares of the said grant from the said Arredondo before the date of these presents. The said fifteen thousand acres of land, herein conveyed or intended to be conveyed, to be divided and laid off according to the quality thereof; that is to say, that, in the allotment of the said fifteen thousand acres to the said parties of the second part, there shall be apportioned to the said parties of the second part a due and proper portion of good or bad land, or lands of an inferior quality, such as may fall to the share of said Arredondo, to be divided and allotted in squares such as have already agreed by and between the said Arredondo and the claimant under him; to have and to hold the said fifteen thousand acres to them the said parties of the second part, and to their heirs forever. And the said undivided share or portion of the said Alachua grant of land to consist of fifteen thousand acres of land as above described, and to be divided and apportioned as aforesaid, the said F. M. Arredondo doth hereby, and by these presents, warrant and defend to the said parties of the second part, to them, their heirs and assigns forever, against him, the said Arredondo, and against all persons claiming under him, the [said] Arredondo, but not against any other person or persons whatsoever, nor against the Government of the United States.

In witness whereof the said parties to these presents have hereunto

interchangeably set their hands and affixed their seals, day and year first above written.

F. M. ARREDONDO. [SEAL.]

Signed, sealed, and delivered in presence of—
C. DOWNING,
SAMUEL BLAIR.

TERRITORY OF FLORIDA,
Alachua county.

On the 19th day of December, 1831, personally came before me, John C. Richard, clerk of the county court aforesaid, Samuel Blair, who, being duly sworn, deposeth and saith, that he saw F. M. Arredondo sign, seal, and deliver the within instrument of writing as and for his act and deed for the purposes therein mentioned, and that he subscribe his name as witness thereto.

JOHN C. RICHARD, *C. A. C. C.*

TERRITORY OF FLORIDA,
Alachua county.

This is to certify, that the foregoing instrument of writing is a true and correct copy of the original on record in my office, in book A, pages 159 and 160.

Given under my hand, at office, this 9th day of November, A. D. 1841.

[L. S.] JAMES McNEILL, *Cl'k, A. C. C.*

Deposition of Peter B. Dumas. (Deposition of Peter B. Dumas.)

THE UNITED STATES OF AMERICA,
State of Florida.

Be it remembered, that on this twentieth day of February, A. D. one thousand eight hundred and forty-seven, before me, Joseph S. Sanchez, mayor of the city of St. Augustine, not being of counsel or attorney to either of the parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of Sarah Darling, plaintiff, and John H. Lewis, defendant, nor interested in the event of said cause, personally appeared Peter B. Dumas, living in the town of St. Augustine, in the county of St. John's, and State first aforesaid, a witness of sound mind and lawful age for the said plaintiff, who being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say, that he is the clerk of the circuit court for the eastern circuit of the State of Florida, sitting at the city of St. Augustine, in the county of St. John's, in the State of Florida, and has been clerk of said circuit court for nearly two years, and as such clerk has had and now has the charge, care, and custody, of all documents, pa-

pers, and records of suits in said court, commenced there and transferred to said circuit court from the late superior court, for the eastern district of Florida, after the organization of Florida into a State government and the establishment of the circuit courts for said State. That this deponent has carefully examined and compared the annexed document, marked A, containing eleven pages in writing, with the original papers in his charge as clerk aforesaid, and from which this deponent copied the said annexed document; and that said annexed document, purporting to be copies of the last will and testament of Samuel Betts, and the answer of John H. Lewis, are true and correct copies of said answer of said John H. Lewis, in a suit in chancery for the partition of the grant of land known as the grant of Fernando de la Maza Arredondo and Son, in East Florida, wherein one John H. Brush and others were complainants, and Ichabod Prall, and the said John H. Lewis and others were defendants; and also of a document filed in said partition suit by said John H. Lewis, as the last will and testament of the said Samuel Betts. That the three first pages of the said document, marked A, being in Spanish, are a true and correct copy of the Spanish document on file in said partition suit in the circuit court under my charge, as clerk aforesaid, carefully made by me, and then carefully examined and compared with the said original document in my charge as clerk aforesaid. That the next succeeding three pages of said annexed document, marked A, being in English, and purporting to be a translation of the last will and testament of said Samuel Betts, is a true and correct copy of the original translation of the said last will and testament of the said Samuel Betts, in my charge as aforesaid, carefully made by me from said original translation, and then carefully examined and compared by me with said original; and the next succeeding five and last pages of said annexed document, marked A, purporting to be the answer of said John H. Lewis in said partition suit, is a true and correct copy of said original answer of said John H. Lewis, in my charge as clerk aforesaid, carefully made by me, and then carefully examined and compared by me with the said original answer of the said John H. Lewis, in my charge as clerk aforesaid of said circuit court.

P. B. DUMAS,
Clerk, C. C., of St. John's county.

Sworn to and subscribed before me this twentieth day of February, 1847.

JOSEPH S. SANCHEZ,
Mayor of the city of St. Augustine, and ex officio justice of the peace.

And I, the said Joseph S. Sanchez, mayor of the city of St. Augustine, and so, and as aforesaid, do hereby certify, that the reason for taking the foregoing deposition is that the said witness, Peter B. Dumas, lives at a greater distance than one hundred miles from the town of Huntsville, the place of the trial of *of* the said cause, and that no notification of the time and place of the taking of said deposition from

me to the said adverse party, to be present at the taking of the same, and to put interrogatories if he think fit, was made out and served on said adverse party or his attorney, because neither said adverse party nor his attorney was, at the time of taking said deposition, within one hundred miles of the place where the said deposition is taken. And I further certify, that the said deposition was by me reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession, for the purpose of sealing up, directing, and forwarding it to the court for which it was taken.

In testimony whereof I have hereto set my hand and the seal of the city of St. Augustine, this 22d day of February, 1847.

[L. S.] JOSEPH S. SANCHEZ,
Mayor of the city of St. Augustine, and ex officio justice of the peace.

[For seals, see original.]

S. A. V.

John H. Lewis, natural y vecino de Alabama, uno de los Estados Unidos, ante V. S. del modo mas conforme á dra. dice: Que para los fines que tengo por convenientes necesito testimonio integro del testamento otorgado en esta lindad por D. Samuel Betts, en primero de Marso de mil ochocientos veinte y dos, por ante el escribano D. José Lorenzo Rodriguez, por lo que A. V. suplice ce serve disponer que al Bt. D. Bernardo del Juneo dueno actual del officio, porga á continuacion el mencionado testimonio en el papel que corresponde por ser; justicia q. pido jurando no proceder de malicia, &c.

S. A. V. JOHN H. LEWIS.

Habana, Abril 19, de 1844.

P. Como sepide en el papel, qe. corresponda.

M. PEDROSO,
BERNARDO DEL JUNEO.

Habana, y Abril diez y nueve, de 1844.

S. Betts's will in Spanish.

Testamento. En el nombre de Dios todo-poderoso, amen. Sepase que yo, Dn. Samuel Betts, natural del Pueblo de Wilton, en el condade de Fairsfield, hijo legitimo de Dn. Samuel y de Da. Avigail Huble, defunta esta; hallandome enfermo en mi entero juicio y cumplida memoria, creyendo, como firmemente creo, en los misterios de la Trinidad santisima, encarnacion, de berbo divino, y en todos los demas que creé y ensiña n'tra sta. madre iglesia, de que como catolico fiel cristiano estoy instruido previendo, que ha de llegar mi muerte como es natural á todo criatura, ordeno mi testamento en la forma siguiente:

1st. Primeramente, encomiendo mi alma á Dios, n'tro sr., que me la dió y redimió, el cuerpo mando á la tierra de ql. se formó, darando las

demas disposiciones de mi mortaja y entierro al arvitrio de mi abacea para que lo haga con la desencia que le dictare su prudencia.

2d. Mando se me digan las tres misas de alma y que se de de lisnosna dos reales á cada unas de las mandas forrosas y los tres de la patriotica.

3d. Declaro haber sido casado segun orden de n'tra sta. madre yglesia con Da. Maria Machbried, de cuyo matrimonio me ha quedada por mi hija legitima á Maria, existente en los Estados Unidos en compania de su abuela.

4th. Declaro por mis bienes la cantitad de cuatro á cinco mil pesos, que tengo puestos en poder de mi padre Dn. Samuel y mi hermano Dn. Burr Huble, en la referida mi patria, para atender á los gastos de mantencion y educacion de la enunciada mi hija Da. Maria, de los que se estará y pasará por la cuenta ql. ellos dieren

5th. Ytem: Declaro por mas mis bienes los que me pertenescan, como socio en tercera parte, de la casa establecida en esta lindad con el nombre de Fernando de la Masa Arredondo é hijo, lo que resultará de la cuenta libros y apuntes de la compañia de que daran razon mis socios, por cuya cuenta es mi voluntad se este y pase por la cuenta que ellos dieren, por la entera satisfaccion que tengo de su providad y honredos procedimientos, que asi est mi voluntad.

6th. Declaro que mis deudas, activas y pasivas, son constantes en la compañia ql. llevo esplicado por lo que mis socios quedan encargados, del cobro y pago de la que fueren.

7th. Para que lo referido tenga efecto nombro por mis albaceas tenedores de bienes, en primer lugar, á Dn. Guillermo B. Wallace, y en segundo á Dn. Pedro de la Masa Arredondo, para que cumplan esta mi ultima disposicion, aunque sea pasado el año del albaceargo entendiendose este nombramiento de albaceas para en esta lindad é yola; y para los Estados Unidos nombro por albacea á Dn. José Fenwick, conferiendole la misma facultad para cumpla esta mi postrera disposicion.

8th. Lego y dono en la méjor forma que haya lugar en dro. á mi padre Dn. Samuel y á mi hermana Da. Sally la cantitad de cinco mil pesos al respecto de dos mil quinientos cada uno, y en caso de que al primero haya fallecido racaera, todo el legado en la segunda; y á mi hermano Dn. Burr le lego y dono otros cinco mil pesos.

9th. Yt., lego y dono á Dn. José Fenwick dos mil acres de tierra en la provincia de la Florida oriental, en el territorio de la Chua; á Dn. Guillermo B. Walace dos mil acres mas en el mismo territorio.

10th. Yttm., lego y dono á mis socios Dn. Fernando y Dn. José de la Masa Arredondo cinco mil acres de tierra en el repetido lugar; y al (Dn.) dho. Dn. Fernando le lego ademas un relox de oro de mi uso.

11th. Y del remanente de todos mis bienes, deudas, d'ros, y acciones, que por cualquier titulo ó razon me toquin y pertenescan, instituyo y nombro por mi unica y universal heredera á la referida Da. Maria Margarita Betts, mi hija legitima, para ql. lo que fuere y resultare ser mio, lo haya y herede con la benedicion de Dios y la mia. Y usando de las facultades que la ley me franque mediante la minoridad de la dicha mi hija, le nombro por curador ad lite á Dn. Rafael Saavedra, suplican-

do á cualquier s. juez que tome conocimiento de mi testamentaria lo haya y tengo por tal curador, y le discierna el cargo con relebacion de fianza por la entera satisfacion ql. tengo de su hombria de bien y arreglados proceder, y ser asi mi voluntad.

Pié. Y revoco y anulo otros cualesquiera testamentos, codicilos, poderes, memorias, legados, y otras disposiciones para testar que antes de esta, haya fecho le otorgado por escrito ó de palabra, que quiero no valgan ni hagan fé en manera alguna salvo este, que se guarde cumpla y ejecute por mi ultima y final voluntad en aquella via, y forma que mas haya lugar en dro. En cuyo testimonio es fecha en esta siempre fiel lindad de la Habana, en primero de Marze de mil ochocientos veinte y dos años. Yo, el escr'vo publico, doy fé que el testador que al parecer está en su entero juicio y cabal memoria, asi lo otorgó y firmó; siend testigos Dn. Pedro José del Castillo, Dn. Andres Mestre, y Dn. Juan de Dios Beltran, presentes y vecinos.

SAML. BETTS.

Ante mi, JOSE LORENZO RODRIGUEZ.

Nota: Fallecio el contenido y di clausula para la yglesia. Habana y Marzo dos, de mil ochocientos veinte y dos.

RODRIGUEZ.

Es conforme á su original que queda en mi archivo á ql. me remito, y en cumplimiento de lo mandado pongo el presente. Habana y Abril veinte, de mil ochocientos cuarenta y cuatro.

Dros. con el papel, decreto, y nota, dies pesos cuatro rs. fs. pagt. por Mr. J. Lewis.

BR. BERN'DO DEL JUNEO.

Consulate of the United States of America, Havana.

I, Robert B. Campbell, consul of the United States of America, do hereby certify, that Br. Bernardo del Juneo, whose signature and notarial signet appear in the document hereto annexed, is a notary public practising in this city, and that to his acts as such full faith and credit are, and ought to be, given, both in and out of court.

In testimony whereof I hereunto set my hand and affix my seal of office, at Havana, this 22d day of April, in the year of our [SEAL.] Lord one thousand eight hundred and forty-four, and of the independence of the United States the sixty-eighth.

ROBERT B. CAMPBELL.

Translation of will.

A will.—Translation.

In the name of God Almighty. Amen.

Be it known, that I, Don Samuel Betts, a native of the town of

Wilton, in the county of Fairfield, a lawful son of Don Samuel and Dona Abigail Betts, whose maiden name was Hubbell, deceased, being sick of body, but of sound and perfect mind and memory, believing, as I do firmly believe, in the mysteries of the most holy Trinity, the incarnation of the Divine Word, and in all the others that our holy mother, the church, believes and teaches, and in which as a faithful catholic christian I am well instructed, foreseeing that my death is to come, as it is natural to every creature, I do make my will in the following form, to wit:

First. I resign my soul to our Lord God, who gave it to me, and redeemed the same; and I give up my body to the earth out of which it was formed, leaving every thing relative to my shroud and funeral to the will of my executor, to be done with that decency which his prudence may dictate to him.

I order that three masses be celebrated for my soul, and also that two shillings be given to each of the obligatory legacies, and three dollars to the patriotic one.

I declare that I was married, according to the rites of our mother, the holy church, to Dona Maria McBride, and that from this marriage I have a lawful daughter, now living with her grandfather in the United States.

I declare as my property the sum of from four to five thousand dollars, which I have in the hands of my father, Don Samuel, and of my brother, Burr Hubbell, in my country as aforesaid, for the purpose of maintaining and educating my above mentioned daughter Maria; the account of which is to be admitted without making any objection thereto.

I declare likewise, as my property, the part unto me appertaining as a partner in one-third in the house established in this city under the firm of Fernando de la Maza Arredondo & Son, which will appear from the accounts, books, and other papers of the company, of which my said partners will inform; and, in consequence of the very high opinion I entertain of their probity and honest dealing, it is my will that the account they may give thereof be accepted and approved, without hesitation.

I declare that the debts, due both to and by me, will appear from the books of the company aforesaid, and my partners are charged to collect and pay them.

And, in order that the aforesaid be brought to effect, I appoint as my executor, in the first place, Don William B. Wallace, and, in the second, Don Pedro de la Maza Arredondo, who are to fulfil this my last will and testament, even after the expiration of the year allowed by the law for that purpose; it being understood that the said executors are appointed only as it respects my last will and testament in this city and island. And, in the United States, I appoint for my executor Don Joseph Fenwick, with the same authority to fulfil this my last will.

I give and bequeath, in the best manner and form according to law, unto my father, Don Samuel, and my sister, Dona Sally, the sum of five thousand dollars, at the rate of two thousand five hundred dollars

each, and in case of the first being dead the whole legacy is to be enjoyed by the second. I give and bequeath also to my brother, Don Burr Hubbell, the sum of five thousand dollars.

I give and bequeath unto Joseph Fenwick two thousand acres of land, in the province of East Florida, in the district of Alachua. I also give and bequeath unto Don William B. Wallace, other two thousand acres in the same province.

I give and bequeath unto my partners, Don Fernando and Don Joseph de la Maza Arredondo, five thousand acres of land in the same province; and I give and bequeath beside, to the same Don Fernando, the gold watch of my use.

And as to all the rest and remainder of all my property, debts, rights, and actions, of what kind and nature soever that may belong or appertain unto me, I name and appoint, as my sole and universal heiress, the above named Maria Margaret Betts, my lawful daughter, in order that, whatever there may appear to appertain and belong unto me, she may have and inherit the same, with the blessing of God and my own. And as my aforesaid daughter is yet under age, in conformity with the power allowed unto me by law, I name and appoint, as her guardian in law and business, Don Rafael Saavedra; and I request the judge that he may take cognizance of my testament to have and receive him as such guardian, and to confirm the appointment; exonerate him from giving bond, in consequence of my full confidence of his integrity and just behavior, and because such is my will.

And I revoke and annul any other will or testament, codicils, powers to make wills and testaments, memorandums, legacies, and any other document for making the last will which I may have done or executed, either in writing or by word; all of which it is my will to stand void, and to be of no effect, excepting this present, which it is my will to be complied with and executed as my last and final will, and in that manner and form most consonant with law.

In testimony whereof this present is done in the ever faithful city of Havana, on the first day of March, one thousand eight hundred and twenty-two; and I, the notary public, do certify, that the testator is, to all appearance, in a sound mind and a perfect memory, and that he executed it as aforesaid, *in* signed thereto, in the presence of Don Pedro Jose del Castillo, Don Andreas Mestre, and Don Juan de Dios Beltran, witnesses, and inhabitants of the city.

(Signed) SAMUEL BETTS.
Before me, JOSE LORENZO RODRIGUEZ.

The testator died, and of which I gave notice to the church. Havana, March 2d, 1822. RODRIG'Z.

The foregoing is in conformity with its original, which remains in my archives, and to which I refer. In compliance with what has been ordered, I give the present.

(Signed) BR. BARRERDO DEL JUNEO.
Havana, April 20, 1844.
Fees and stamp tax and decree, $10 50.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ, *Translator*.

The foregoing papers are endorsed: No. 4. Lewis. Received in evidence, subject to objection as to relevancy.

J. H. Lewis's answer to bill in Florida, filed by Brush and al.

The separate answer of John H. Lewis, to the bill of complaint filed against himself and wife, and others, by John H. Brush and others, in the superior court of the district of East Florida, in the Territory of Florida.

This defendant, now and at all times hereafter, saving and reserving to himself all manner of benefit and advantage of exception to the many errors and insufficiencies in the complainant's said bill of complaint contained, for answer thereunto, or unto so much or such parts thereof as this defendant is advised is material for him to make answer unto, answers and says: That it is true, that a grant was made by authority of the Spanish Government to Arredondo and Son, a commercial firm of the city of Havana and Island of Cuba, containing two hundred and eighty-nine thousand six hundred and forty-five acres and five-sevenths of an acre, as is set forth more fully in the bill of said complainant; that the said grant was confirmed, and held to be valid by the Supreme Court of the United States, as alleged by the complainants; and that the said grant was located and surveyed under the authority of the Government of the United States, in the manner and at the time alleged in the complainants' bill of complaint.

This respondent, further answering, does not admit the existence or validity of any of the sales, alleged or supposed by the complainants to have been made by Arredondo and Son, or either of them, to certain persons in said bill of complaint mentioned, viz., to Jasper Ward. Peter Mitchell, and others; nor does respondent admit the existence or validity of any sales, or conveyances, as alleged or supposed in said bill of complaint to have been made by the supposed purchasers, from Arredondo and Son to other supposed or pretended vendees; but, on the contrary, so far as they affect this respondent's rights, he requires full and satisfactory proof of all claims or titles derived from the said Arredondo and Son.

This respondent further answering says, that he knows nothing of any grants or patented grants from the Spanish Government of an older date than the grant to Arredondo & Son as aforesaid; he knows nothing of the last will and testament of Fernando de la Maza Arredondo, as set forth in complainants' bill; nor does he know, from any legal and satisfactory evidence, who is or was the executor of said will, or how far said executor, if any, has administered upon said estate, or what property or effects were left by the said Arredondo to be administered upon; nor does he know that the said Arredondo died insolvent; all of which allegations in said complainants' bill, so far as

this respondent's rights are concerned or affected by them, require proof.

This respondent further answering says, that it is true, as complainant has alleged, that he, this respondent, has a claim to a portion of the grant aforesaid to the aforesaid Arredondo & Son, which originated as follows, viz., this respondent, in the year 1824, in Fairfield, in the State of Connecticut, in the United States, married Mary M. Betts, the sole daughter and heir of Samuel Betts, deceased; the said Samuel before his death having made his last will and testament in due form, viz., in the year 1822, making the said Mary, after the payment of certain legacies therein specified, his sole heir; the said Samuel, as this respondent is informed and believes, departed this life in the city of Havana, in the year 1822.

This respondent is informed and believes, that the said Samuel Betts in his lifetime was a member of the aforesaid firm of Arredondo & Son, in the city of Havana, in the Island of Cuba, the said firm being composed of Fernando de la Maza Arredondo, José de la Maza Arredondo, and Samuel Betts, and trading and acting as partners under the style of Arredondo & Son; that the said Samuel was the chief or acting member of the said firm, and particularly in what was then called the American business, or transactions with citizens of the United States; that the said grant from the Spanish Government, as set forth in complainant's bill, to Fernando de la Maza Arredondo & Son, merchants of the city of Havana, was made during the partnership aforesaid, and vested in the said Samuel Betts one undivided third part of said grant. And this respondent is informed and believes, that the said Samuel and the Arredondos aforesaid were partners in the Territory of Florida before their removal to, and partnership in, the city of Havana.

This respondent prays that the said last will and testament of the said Samuel Betts may be taken and considered as part of this answer, which said last will and testament will be produced, (or a duly authenticated copy thereof,) on the trial of this cause. And this respondent further says, that since his intermarriage with the said Mary M. Betts they have had several children, of whom eight are now living, viz., Mary, Eliza, Ellen, Sarah, Myra, William, Lindsay, Florida, and Elodia.

This respondent still further answering says, that in the year 1825 the said Fernando de la Maza Arredondo acknowledged to this respondent that said Samuel Betts was an equal partner, entitled to one-third part of the property and effects of the said firm of Arredondo & Son, although there were no written articles of partnership between said partners; the said acknowledgment was deliberately made in writing, and particularly specified as part of the property and effects of said firm the aforesaid grant by the Spanish Government to Arredondo & Son, in which the said Betts was equally interested with the other partners. The said writing was executed by Fernando de la Maza Arredondo, and signed by him in the firm name of F. M. Arre-

dondo & Son. In said writing the said Arredondo describes the grant from the Spanish Government aforesaid as having been made in the year 1818 instead of 1817, manifestly by mistake, as it evidently describes the grant to be located in Alachua, in East Florida, and also because no other grant was made by the Spanish Government of lands in Alachua to the firm of Arredondo & Son. This respondent prays that said writing and acknowledgment of F. M. Arredondo may be taken and considered, when duly proved, as part of his answer to the bill of complaint of the complainants. He further states that at the execution of said writing and acknowledgment signed as aforesaid, the son, viz., José de la Maza Arredondo, as this respondent has been since informed and believes, was dead, though his death was at the time unknown both to this respondent and to F. M. Arredondo.

This respondent further answering says, that in the year 1831, without a full knowledge of all the facts, and in ignorance of the true and just rights of his wife aforesaid, he, the said respondent, did agree with the said F. M. Arredondo upon the terms of a compromise as to the interest of his said wife in the grant aforesaid, by which said agreement this respondent and wife were to receive fifteen thousand acres of said grant, as an undivided portion of the balance of said grant remaining after certain sales which had been previously made by the said Arredondo & Son, and in consideration of which this respondent and wife were to relinquish forever all right to any further or other portion of said grant by virtue of the interest of the aforesaid Samuel Betts. This respondent says, that a deed was executed by the said F. M. Arredondo, conveying to this respondent and his wife fifteen thousand acres of said grant for the consideration aforesaid, which said deed was signed and delivered to this respondent by the said Arredondo. But this respondent further states, that no deed of release or relinquishment was ever made by him and his wife, or by either of them, of the interests to which they were entitled in said grant; because, upon further inquiry, and before it was expected of this respondent and wife to execute the relinquishment aforesaid, this respondent had ascertained that the said Arredondo had not made fair and full statements of the interests to which the said Samuel Betts was entitled in said grant, and because it was ascertained that the recitals in said deed executed by Arredondo as aforesaid, did not contain true statements with regard to the sale which he had previously made out of said grant.

This respondent, finding that the said Arredondo had either made gross mistakes, or had made false and fraudulent representations to this respondent, and believing that it was designed to take advantage of his ignorance of the true extent of his claim by right of his wife, and of the difficulties in the way of its full and final establishment, refused to execute any deed or writing whatever, relinquishing or releasing to the said Arredondo the claim derived as aforesaid through the said Samuel Betts. On the contrary, this respondent has always regarded said deed of Arredondo to himself and wife as void, and has claimed nothing under it, since he ascertained the facts herein

before set forth, and has always refused to carry out the verbal agreement for compromise as aforesaid, by giving any deed or writing whatever touching his interest in the said grant. This respondent expressly avers, that the only agreement he ever made with the said Arredondo for the fifteen thousand acres before mentioned, was a verbal agreement, and that that agreement was not carried into effect by this respondent for the reasons herein before stated. The said deed of the said Arredondo to this respondent and wife, made in the year 1831 as aforesaid, viz., on the 15th of December of said year, acknowledges again the interest of said Samuel Betts in the grant of the Spanish Government as aforesaid, and his membership of the firm of the said Arredondo & Son, and also truly describes the date of said grant as being in 1817, which said deed will be produced on the trial of this cause as evidence, so far as the said F. M. Arredondo is concerned, that the said Samuel Betts was a member of the firm of Arredondo & Son, and fully entitled to his third part of the grant aforesaid.

This respondent admits no allegations in the complainant's bill, except those which are herein particularly specified and admitted, because he has no knowledge of the truth or falsehood thereof, and requires proof of all allegations, so far as they affect his rights as herein before derived and described. He avers expressly, that the said Samuel Betts, the father of respondent's wife, was a member of the firm of Arredondo & Son, in the city of Havana, in the Island of Cuba, when the grant aforesaid was made by the Spanish Government to the said firm; that he, the said Samuel, was, in his lifetime, entitled to one-third part of said grant, and that since his death the said respondent and his wife are so entitled; and that the said Arredondo & Son, or either of them, had no right or authority to sell, transfer, convey, or in any way dispose of, the said third part of said grant to any person or persons without the consent of the said Betts, which consent was never given, so far as this respondent knows or believes.

This respondent desires that a decree may be rendered for a partition of the lands contained in the grant aforesaid to Arredondo & Son, and that the portion to which he is entitled, in right of his wife, may, when established to the satisfaction of the court, or if the same should be undisputed by the parties to this suit, be allotted to this respondent by a decree to that effect.

Having fully answered, this respondent prays to be herein dismissed with his reasonable costs, &c.

JOHN H. LEWIS.

GREGORY YALE, *Solicitor*.

DISTRICT OF EAST FLORIDA,

County of St. John's, ss.

Personally appeared John H. Lewis, named in and who hath signed the foregoing answer, and being duly sworn, doth depose and say, that he has read the foregoing answer subscribed by him, and that the same is true of his own knowledge, except as to those matters therein stated

[to] be on his information or belief, and as to those matters he believes it to be true.

JOHN H. LEWIS.

Sworn to and subscribed before me, this 8th March, 1845.

GEO. R. FAIRBANKS, *Clerk*.

The foregoing is endorsed: Sup. court, dist. E. F. John H. Lewis et al. ads. John H. Brush et al. Answer of J. H. Lewis. Filed Mch. 8th, 1845.

Circuit court, clerk's office, of St. John's county.

STATE OF FLORIDA,
Eastern judicial district.

I, Peter B. Dumas, clerk of the circuit court of St. John's county, in the State of Florida, do hereby certify, that the foregoing and within eleven pages of writing, contain true copies of the whole of the will of Samuel Betts, in Spanish, with the certificates to the same annexed; also their translation into English; and further, a true copy of the answer of John H. Lewis in the case of John H. Brush et al. vs. Ichabod Prall et al.; the whole correctly taken and compared from the papers on file, in the above cited case, in the office of the clerk of the circuit court of St. John's county.

In testimony whereof I hereunto set my hand and affix the seal of said circuit [court,] at the city of St. Augustine, the nineteenth day of February, A. D. eighteen hundred and forty-seven.

[SEAL.]

P. B. DUMAS,
Clerk, C. C., of St. John's county.

Deposition of Moses E. Levy.

Deposition of Moses E. Levy.

THE UNITED STATES OF AMERICA,
State of Florida.

Be it remembered, that on this twenty-second day of February, A. D. 1847, before me, Joseph S. Sanchez, mayor of the city of St. Augustine, not being of counsel or attorney to either of the parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of Sarah Darling, plaintiff, and John H. Lewis, defendant, nor interested in the event of said cause, personally appeared Moses E. Levy, living in the town of St. Augustine, in the county of St. John's and State first aforesaid, a witness, of sound mind and lawful age, for the said plaintiff, who being by me first carefully examined, and cautioned, and affirmed to testify the whole truth, did depose and say, that he is generally acquainted with the land and its value contained in the grant to Fernando de la Maza Arredondo & Son, of which that referred to and

mentioned in the annexed document, marked exhibit B, is an undivided portion, and from his general knowledge of said grant and its general value, he thinks and believes that one dollar per acre is a fair average value for the said undivided fifteen thousand acres of land mentioned in said exhibit B, purporting to be a conveyance from F. M. Arredondo to John H. Lewis and wife. This deponent further says, that he is acquainted with Roman B. Sanchez, whose certificate is attached to said exhibit B, and knows that he is acting in the capacity of clerk of said circuit court, and discharging the duties of such clerk.

M. E. LEVY.

Affirmed to and subscribed before me, this 22d day of February, 1847.

JOSEPH S. SANCHEZ,
Mayor of the city of St. Augustine, and ex officio justice of the peace.

And I, Joseph S. Sanchez, mayor of the city of St. Augustine, &c., as aforesaid, do hereby certify, that the reason for taking the foregoing deposition is, that the said witness, Moses E. Levy, lives at a greater distance than one hundred miles from the town of Huntsville, the place of the trial of the said cause, and that no notification oft he time and place of taking the said deposition from me to the said adverse party to be present at the taking of the same, and to put interrogatories if he think fit, was made out and [given to] said adverse party or his attorney, because neither said adverse party nor his attorney was, at the time of taking said deposition, within one hundred miles of this place, where the said deposition was taken. And I further certify, that the said deposition was by me reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding it to the court for which it was taken.

In testimony whereof I have hereunto set my hand and the seal of the city of St. Augustine, this 22d day of February, 1847.

[SEAL.]

JOSEPH S. SANCHEZ,
Mayor of the city of St. Augustine, and ex officio justice of the peace.

Deed from Arredondo to Lewis and wife.

This indenture, made and entered into this 15th day of December, one thousand eight hundred and thirty-one, between Fernando de la Maza Arredondo, now of this Territory, of the one part, and John H. Lewis and Mary M. F. Lewis, formerly Betts, the daughter of Samuel Betts, deceased, witnesseth: That whereas a grant was made by the Spanish Government, in the Island of Cuba, and Havana, on the 22d day of December, 1817, and signed by Don Alexander Ramirez, intendant of Cuba, to Fernando de la Maza Arredondo & Son, mer-

chants and partners, by which the said grant, the Spanish Government, for the purposes and for the consideration therein specified, conveyed to the said Fernando de la Maza Arredondo & Son, merchants as aforesaid, four leagues of ground to each point of the compass, in the territory called Alachua; the said four leagues of land to be reckoned, run, or surveyed from a point called Alachua, and now called Micanopi, or Wantons, situated as described in said grant, fifty-two miles west of the city of St. Augustine, and about thirty-six miles west of the river St. John's, and is said to contain *tow* hundred and eighty-nine thousand six hundred and forty-five acres and four-sevenths, or three hundred and forty-two thousand two hundred and fifty arpens and one-seventh, it being the same claim or grant now depending for adjudication and confirmation before the Supreme Court of the United States, in the name of Fernando de la Maza Arredondo and others; and whereas, at the time and date of said grant, made as aforesaid, to F. M. Arredondo & Son, merchants, &c., the said Samuel Betts, the father of the said Mary M. F. Lewis, of the second part, was a joint and full partner in the said mercantile firm of F. M. Arredondo & Son, and, as such partner, was by law and contract jointly and equally interested in, and intended to be benefitted by, the aforesaid grant, after all the expenses and charges for performing the conditions on which said grant was made should be fully paid and satisfied; and the said Betts having died without any written evidence of his, the said Betts's, claims to his proportion of the grant aforesaid, and the said F. M. Arredondo being willing and anxious to do ample justice to the said Mary M. F. Lewis, the only heir and legal representative of his deceased partner, the said Samuel Betts, who was entitled, as such partner, to one-third part of the results of the said mercantile house [of] F. M. Arredondo & Son, when the same should be settled, and paid, and recovered; and the said John H. Lewis and Mary, his wife, having on this day entered into a full and satisfactory arrangement with the said F. M. Arredondo, by which a final settlement has been effected between the said Arredondo and the said Lewis and wife, heirs and representatives of the said Betts aforesaid, by which said arrangement it is covenanted and granted, by and between the said parties, that the said John H. Lewis and Mary F. M. Lewis, his wife, shall and do release and forever acquit the said Arredondo of all and every claim which they, the said John H. and Mary M. F. Lewis, the parties of the second part, may now, or at any time might or could have, to any part, share, or interest of, in, or to the results of the said mercantile house of F. M. Arredondo & Son, as the representatives of the said Samuel Betts, deceased, a partner of said house, as well as to any further claim to any part or portion of the said above in part recited grant in Alachua aforesaid; for and in the condition that the said Arredondo will and do convey to them, the said parties of the second part, fifteen thousand acres, *and* undivided part of the said Alachua grant, in as full and absolute a manner as the said Arredondo *having* heretofore sold and conveyed away the quarter portion of said grant to the New York Association and others, and the

parties of the second part being willing to receive the said fifteen thousand acres as an undivided portion of the share or balance which remains to the said Arredondo & Son, after the sales aforesaid, heretofore made as aforesaid.

Now, therefore, this indenture witnesseth, that for and in consideration of the premises, as well as for the consideration of fifty dollars in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, the said F. M. Arredondo, the party of the first part, hath granted, bargained, and sold, unto the said parties of the second part, an undivided portion or part consisting of fifteen thousand acres of land in the said Alachua grant, to be allotted or apportioned to the said parties of the second part, out of that share or balance which may or shall remain to the said F. M. Arredondo when and after a division shall be had between the said Arredondo and the said New York Association, and other purchasers of shares of the said grant from the said Arredondo before the date of these presents, the said fifteen thousand acres of land herein conveyed, or intended to be conveyed, to be divided and laid off according to the quality thereof, that is to say, that in the allottment of the said fifteen thousand acres to the said party of the second part, there shall be apportioned to the said parties of the second part a due and proper proportion of good and bad land, or lands of an inferior quality, such as may fall to the share of said Arredondo, to be divided and allotted in squares, such as have already agreed by and between the said Arredondo and the claimants under him: To have and to hold the said fifteen thousand acres to them, the said parties of the second part, and to their heirs forever, and the said undivided share or portion of the said Alachua tract of land, to consist of fifteen thousand acres of land as above described, and to be divided and apportioned as aforesaid, the said F. M. Arredondo doth hereby and by these presents warrant and defend, to the said parties of the second part, to them, their heirs and assigns forever, against him, the said Arredondo, and against all persons claiming under him, the [said] Arredondo alone, but not against any other person or persons whatsoever, nor against the Government of the United States.

In witness whereof the said parties to these present have hereunto interchangeably set their hands and affixed their seals the day and date first above written.

F. M. ARREDONDO. [SEAL.]

Signed, sealed, and delivered in presence of—
C. DOWNING,
SAML. BLAIR.

TERRITORY OF FLORIDA,
Alachua county.

On the 19th day of December, 1831, personally came before me, John C. Richards, clerk of the county court aforesaid, Samuel Blair, who

being duly sworn, deposeth and saith, that he saw F. M. Arredondo sign, seal, and deliver the within instrument of writing as and for his act and deed, for the purposes therein mentioned, and that he subscribed his name as witness thereto.

JOHN C. RICHARD, *C. A. C. C.*

STATE OF FLORIDA,
Alachua county.

I, Roman B. Sanchez, clerk of the circuit court for the counties of Alachua and Levy, do hereby certify, that the foregoing instrument of writing is a true transcript from the record book now in my office.

Witness my hand and seal of office, this 13th day of February, A. D. 1847.

[SEAL.]

ROMAN B. SANCHEZ,
Clerk, circuit court.

(Endorsed:) Filed in my office the 5th March, 1847.
Teste: B. T. MOORE, *Clerk.*

Opened by consent of parties, and trial to be had at the present term of the court if the defendant is not taken by surprise. May 18, 1847.

J. H. L.,
S. D. J. MOORE,
Solicitor for complainant.

Deposition of J. F. White.

(Deposition of Joseph F. White.)

THE UNITED STATES OF AMERICA,
State of New York, ss.

Be it remembered, that on this eighteenth day of March, A. D. one thousand eight hundred and forty-seven, before me, Charles P. Daly, associate judge of the court of common pleas of the city and county of New York, not being of counsel or attorney to either of the parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of Sarah Darling, plaintiff, and John H. Lewis, defendant, nor interested in the event of said cause, personally appeared Joseph F. White, now living in the city of New York, in the county of New York, and State first aforesaid, a witness of sound mind and lawful age, for the said plaintiff, who being by me first carefully examined, and cautioned, and sworn, to testify the whole truth, did depose and say, that he was acquainted with Samuel Betts, of Havana, in the Island of Cuba; that he was also acquainted with Fernando de la Maza Arredondo, and his son Joseph, both of Havana aforesaid; that they represented to him, the said deponent, that they were in partnership in Havana aforesaid, doing business under the firm of F. M.

Arredondo & Son; that this was about the year eighteen hundred and twenty-one; that he, said doponent, about the same time received letters from the said Samuel Betts, in which he represented himself to be a partner in business with the said firm of F. M. Arredondo & Son in Havana aforesaid, and that said firm had received from the Spanish Government a grant of land dated at Havana, on or about the twenty-second day of December, A. D. 1817, eighteen hundred and seventeen, containing about two hundred and eighty-nine thousand (289,000) acres of land in the territory called Alachua, in East Florida; that this land was held by said firm as copartnership property, and that a portion of it was sold by the said firm of F. M. Arredondo & Son to Jasper Ward, of the city of New York, for the purpose of raising money to pay the liabilities of the company; that the agreement respecting the sale of said land to the said Jasper Ward was dated, as deponent believes, the fifteenth day of March, A. D. 1821, eighteen hundred and twenty-one; that he, said deponent, a short time after the death of the said Samuel Betts, saw the said Fernando de la Maza Arredondo in the city of New York, it being, as deponent believes, the last time the said Fernando was in said city, and that he then stated to deponent that the said grant of land was partnership property; that the letters written by the said Samuel Betts to him, the said deponent, as above stated, have been lost or destroyed; that he has made diligent search for the same in his house, and among his papers, but that he cannot find them; that some time in the spring of 1825 he, the said deponent, received a letter from the defendant, John H. Lewis, dated, as he believes, 28th March, 1825, in which said Lewis speaks of the said grant of land to the said F. M. Arredondo & Son, as having been made to them as merchants, and of his determination to file a bill for the division of the said land as partnership effects; that this letter is also lost or has been destroyed; that he has made diligent search for it and cannot find it, but that he, said deponent, believes that the paper hereto annexed, marked A, is a true copy of this letter; and further he saith not.

JOSEPH F. WHITE.

Sworn to before me this 18th day of March, 1847.

CHAS. P. DALY, *A. J.*

And I, the said Charles P. Daly, judge, &c., as aforesaid, do hereby certify, that the reason for taking the foregoing deposition is, that the said witness, Joseph F. White, lives at a greater distance than one hundred miles from the town of Huntsville, the place of the trial of the said cause, and that no notification of the time and place of the taking of said deposition from me to the said adverse party, to be present at the taking of the same, and to put interrogatories if he think fit, was made out and served on said adverse party or his attorney, because neither said adverse party nor his attorney was at the time of taking said deposition within one hundred miles of this place, where the said deposition is taken. And I further certify, that the said deposition was

by me reduced to writing, and by said witness subscribed in my presence. I have retained the said deposition in my possession for the purpose of sealing up, directing, and forwarding it to the court for which it was taken.

In testimony whereof I have hereto set my hand and seal, this eighteenth day of March, eighteen hundred and forty-seven.

CHAS. P. DALY, [L. S.]
Associate judge, &c.

(*Exhibit A.*)—(*Copy.*)

Exhibit A, to deposition of J. F. White.

HAVANA, 28*th March*, 1825.

Old Arredondo and Mr. Wallace, the executor, has so shuffled the concern that it is impossible to get at the truth of it, and my only source of redress is in the United States. The Alachua land, a part of which was sold to J. Ward, was granted to F. M. Arredondo & Son, as merchants of this city, in which firm Mr. Betts was one-third concerned; for the proof of which I have an attested document from old Arredondo. Now, I suppose, I may file a bill for the division of this land as partnership effects, and add a prayer for an account. Mr. Betts being one of the grantees of the land, I fairly presume it cannot be alienated without consent of the heir; at all events I shall endeavor while at Augustine to get an injunction to stop him; I should be glad if possible you could suggest some plan how the $5,000 due from Mr. J. Ward might be stopped.

(Signed) JOHN H. LEWIS.
(A) exhibit. CHAS. P. DALY, *A. J.*

STATE OF NEW YORK,
City and county of New York, ss.

I, James Conner, clerk of the city and county of New York, do hereby certify, that Chas. P. Daly, before whom the annexed deposition was taken, was at the time of taking the same associate judge of New York common pleas, in and for said city and county, duly commissioned and sworn, and authorized by the laws of this State to take the same; and that I believe the signature of said associate judge thereunto subscribed is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said county, the 18th day of March, 1847.
[L. S.]
JAMES CONNER, *Clerk.*

Endorsed—Filed 12th April, 1847.
Teste: B. T. MOORE, *Clerk, D. C.*

Opened by consent of parties, and cause to be tried at present term of court if defendant is not taken by surprise. 18th May, 1847.

S. D. J. MOORE,
Sol. for complainant J. H. Lewis.

(*Deposition of John M. Thompson.*)

(Deposition of J. M. Thompson.)

THE UNITED STATES OF AMERICA,
State of Connecticut, ss.

Deposition of John M. Thompson, of the city of Bridgeport, in the county of Fairfield, and State of Connecticut, taken before me, Philo Hurd, chief judge of the city court, within and for said city of Bridgeport, in said county and State, on the 20th day of February, 1847, to be used as evidence on the part of the plaintiff, in the case pending in the district court of the United States of America, at Huntsville, in and for the northern district of Alabama, wherein Sarah Darling is plaintiff and John H. Lewis is defendant. John M. Thompson, of the city of of Bridgeport, aforesaid, a witness of lawful age, being carefully examined, cautioned, and sworn to testify the whole truth, in relation to the matters in controversy between the parties in said cause, deposes and says as follows: That deponent *in* a merchant in said Bridgeport, and has been for about twenty-five years; and that about the years 1815, 1816, and 1817, deponent was well acquainted with Samuel Betts, late of Havana, deceased, and a brother of Burr H. Betts, of Fairfield, Connecticut. That deponent was then well acquainted with the handwriting of the said Samuel Betts. That deponent has seen him write many times, and has copied his writings for the purpose of improving his own handwriting. And having carefully examined the documents or writings hereto annexed, and marked letters A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, &, and numbers No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, deponent says that all said writings, purporting to be original letters of Samuel Betts and of F. M. Arredondo & Son, with the signatures and superscriptions to the same, are in the handwriting of the said Samuel Betts; and that such of said writings as purport to be copies of letters of Jasper Ward, Joseph F. White, and F. M. Arredondo & Son, with the signatures to the same, are also in the handwriting of the said Samuel Betts. And that document numbered 12, 13, and 14, purporting to be original letters from F. M. Arredondo & Son, and dated, one the 7th April, 1821, one the 20th April, 1821, and one 21st April, 1821, that the signatures to said letters are in the handwriting of the said Samuel Betts; and also a bill of exchange attached to letter No. 5, for $1,850 87, drawn at sixty days on Burr H. Betts, in favor of Thomas Merrill, esq., and dated 21st April, 1821, and signed by F. M. Arredondo & Son, is in the handwriting of the said Samuel Betts. And further the deponent saith not.

JOHN M. THOMPSON.

THE UNITED STATES OF AMERICA,
State of Connecticut, ss.

I, Philo Hurd, chief judge of the city court within and for the city

of Bridgeport, in the county of Fairfield, and State of Connecticut, do hereby certify, that on the 20th day of February, 1847, at said city of Bridgeport, county of Fairfield, and State of Connecticut, being the time and place mentioned in the foregoing deposition, before me came personally John M. Thompson, of said city of Bridgeport, and after being carefully examined, and cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth, in the case aforesaid, did in my presence subscribe the foregoing deposition, after the same had been reduced to writing by me, the said Philo Hurd, and then carefully read over to said witness by me. That I am not counsel or attorney to either of the parties in the cause aforesaid, or in any manner whatsoever interested in the event thereof. That no notice was given to the defendant or his attorney or agent, by her, to be present at the taking of the deposition aforesaid, and to put interrogatories if he think fit, as neither of them reside or are within one hundred miles of the city of Bridgeport aforesaid, the place of taking the deposition aforesaid; and that the said John M. Thompson, witness as aforesaid, resides and lives at a greater distance than one hundred miles from Huntsville, in the northern district of Alabama, the place of trial of said cause. All of which is certified at the city of Bridgeport aforesaid by me. Given under my hand, at the city of Bridgeport aforesaid, this 20th day of February, A. [D.] 1847.

PHILO HURD, [SEAL.]
Chief judge of the city court aforesaid.

FAIRFIELD COUNTY, *ss.*,

City of Bridgeport, February 22d, 1847.

I, Dwight Morris, clerk of the city court within and for the city of Bridgeport, do certify, that Philo Hurd, whose name appears above, is chief judge of the Bridgeport city court, that the above signature is genuine, and that all his acts as judge aforesaid are entitled to full faith and credit, and that said seal which is hereto affixed is the seal of said court.

In testimony whereof I have hereto set my hand and the seal of said court, the day and year aforesaid.

DWIGHT MORRIS, *Clerk*.

Letter A.

(Copy.—A.)

NEW YORK, 30*th June*, 1820.

SAMUEL BETTS, esq.

DEAR SIR: Mr. J. F. White has just received from you the copy of the grant to Messrs. F. M. Arredondo & Son, which appears to be correct, except the time limited for the settlement of the lands. Will you on receipt of this inform him or me if that part of the condition has been complied with, as the whole stress of the title will turn on

that clause in the grant. You will also write to Mr. White a public letter which he can show, and direct your brother to transfer any part of the land undivided in tracts of 5, 10, or 20 thousand acres, your agent receiving fifty cents per acre; and when you receive $10,000 for him to transfer the balance to Mr. White and me; the purchaser prefers having the titles direct from Mr. Arredondo. I had made sale of sufficient part of the land to pay for the purchase. Mr. White not receiving the titles in time, one has failed, and one has removed to the westward, others are ready to take their part on the information now asked, for which payment will be made in 60 days from the receipt of your letter. Please be particular in writing two letters; one to specify the price at fifty cents, the other a private letter with directions to convey *to convey* the balance of 50,000 acres after the $10,000 is paid. You will also state in your public letter that you do not wish to sell more than thirty thousand acres at that price; also the quality of land, soil, *prarara*, orange groves, cotton, or sugar land, health, &c., which from your long residence in the country you must be well acquainted with.

Respectfully, yours,

JASPER WARD.

(Copy.)

NEW YORK, *July* 1*st*, 1820.

Messrs. F. M. ARREDONDO & SON.

GENTLEMEN: Your communication, covering a Spanish copy of your title to the Florida land, came safe to hand; also the packet for Mr. Burr H. Betts, which was forwarded to him. General Jasper Ward, who is concerned with me in this speculation, was then out of the city; he has now returned, and will write on the subject of the purchase. We were neither of us in a situation to advance the sum required, and had formed a company to take part of the tract of us at fifty cents per acre, and therefore wish you to instruct Mr. Burr H. Betts to make conveyances from you to each individual an undivided share of as many acres as each person takes; which deeds to be given as payments are made, until the $10,000 is completed. Owing to the accident of not hearing from you, and the late treaty not being ratified, some of the persons first concerned with us have withdrawn, but others will join us to make up the sum required, as our Government will (if a treaty is made) allow no title but where the conditions of the grant have been fulfilled, more particularly those grants made of late years; please inform me if all has been done on your part, and how the settlement progressed; also if the Indian title is extinguished, if not, would it not be advisable to purchase up that claim before our Government come in possession, as they would insist on purchasing the Indian title for their own benefit. As there will be several deeds of conveyances, all the expenses attending them will be paid by myself.

With considerations of the highest respect,

I remain, gentlemen, your ob't serv't,

JOSEPH F. WHITE.

(*Copy.*)

HAVANA, *June 3d*, 1820.

Mr. JOSEPH F. WHITE, *New York*.

DEAR SIR: Enclosed we hand you an exact copy in Spanish of our title to a tract of land in the Lachua territory in East Florida, the same in which our Mr. Betts has proposed to you an interest of fifty thousand acres for ten thousand dollars; we shall also send you a translation of the same in English by first opportunity. You will see by the title the whole quantity of the tract; the quality is notoriously known to be of the first class in Florida; knowing the long intimacy between you and Mr. Betts, and feeling ourselves a friendly disposition towards you, we *we* do not hesitate to make the transfer of the fifty thousand acres as above, (viz.,) we transfer to you an undivided interest of fifty thousand acres of the whole tract, by our quit-claim deed, embracing the conditions of our title, by which you will be placed on the same footing with ourselves; the brother of Mr. Betts at Bridgeport will be authorized to execute the titles, when you place ten thousand dollars in his hands subject to our order, or authorize us to draw on you for that amount. We shall not be disposed to make a further conveyance short of one dollar per acre, and expect to close in a few days for a further part of the tract at that rate; should you decline our proposals, we do not wish you to make them known to others, as we would not make the same terms *terms* to others. We have no doubt of the lands being worth a great deal more; want of money and our friendly disposition to you are the only two reasons which induce us to make what we conceive a great sacrifice. We have been thus candid, and shall expect you will be prompt, in your reply on receipt of this. Mr. Betts will write you by this conveyance, and in the mean time we remain very sincerely your friends, &c.

F. M. ARREDONDO & SON.

HAVANA, 30*th August*, 1820.

DEAR BROTHER: I have here sent you copy of our letter to Mr. White of 3d June last, that you may distinctly see our propositions; to which Mr. White and Ward reply as per copies of their letters herewith, of 30th June and 1st July past. Your now being perfectly acquainted with the subject, and with our wishes, and fully invested with power to act for us, we shall be all anxiety till we hear from you. I have said nothing to you about commissions, nor have I to my partner, but I shall see you properly compensated, and to your satisfaction, for whatever attention you may give to this business, which I presume is sufficient to say for the present.

Believe me, your affectionate brother,

SAML. BETTS.

(B.)

HAVANA, *July 3d*, 1820.

DEAR BROTHER: I have written to you several times lately, and

among the rest enclosed you copy, in Spanish, of our titles to a very large tract of land in East Florida, called the Alachua territory, and authorized to convey fifty thousand acres of the same tract to Mr. Joseph F. White on his depositing with you ten thousand dollars, or authorizing us to draw on him for the amount. I also enclosed Mr. White a copy of the titles in Spanish; if our translation of the titles do not reach you, there are translators in New York who can translate them into English, which can be done at our expense if Mr. White wishes to carry the purchase into effect. We certainly would not offer the lands to any body else for the same price. You will recollect the deed you give must be a quit-claim, and for an undivided interest of fifty thousand acres in the whole tract; if Mr. White chooses to have the quantity divided into a number of deeds, as he may find it most convenient among his friends, its all very well; it will only be a little more signing for you; Mr. Jasper Ward has also wrote me on the subject, who will probably have an interest in the purchase. I have referred him to Mr. White, and shall expect to hear from you and them on the subject, as soon as my letters are received. It is of importance for us to hear soon *soon*, as others are wanting to purchase and offer cash at a much better price. We shall, however, remain faithful to our promise to Mr. White, and wish him to take this interest; I think it will be the best speculation he ever made; we sold twenty thousand acres of another tract the other day, not ours, but similarly situated and circumstanced, at seventy-five cents per acre cash. Tell Mr. Haight when you see him that he will oblige me, and the uncle of the Spanish boy, by sending on his account against the boy up to the time he will write, or to some fixed date before or after, so that we may be governed for remittance. If Mr. White or Mr. Ward closes for the land, I shall make arrangements for five hundred dollars out of it for you on account of the house payments, which I suppose will help you out; if not you must let me know what will do, and I shall try to do all I can for you, and you must do the best you can for yourselves. Peace be with you all, and God bless you.

Your affectionate brother,

SAML. BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(C.)

(Duplicate.)

HAVANA, *Feb'y 16th*, 1821.

Mr. JOSEPH F. WHITE.

DEAR SIR: Your favor of the 10th January ulto. has come to hand, and contents noted; in reply to which we have to state, that our proposals to sell you 50,000 acres of our tract of Lachua lands for $10,000, was on account of the necessity we then labored under for about that amount; this we clearly and candidly stated to you, and our mutual friend Mr. Betts wished you might have the benefit of so advantageous

a speculation as this then promised to be; the objections on your part to a compliance with our offer have been continued and varied to such a period as to place this business on a very different footing; and we have to seek a different mode to remedy our necessity by a very great sacrifice of other property; and instead of the doubt of the cession which then existed, we have now official accounts of ratification of the cession, which of course augments the value of the lands, and of which fact you must be well convinced. We no longer consider ourselves bound by the proposals heretofore made you; but notwithstanding the sacrifice we have had to make, and the augmentation in the value of the lands, if within thirty days after the receipt of this letter you are disposed to pay fifteen thousand dollars for fifty thousand acres of the same tract heretofore offered you, Mr. Burr H. Betts will be instructed to give *give* you a quit claim deed for the same, being an undivided interest of the whole tract. These are the only terms we can now offer you, and we have no doubt we could easily obtain twenty-five thousand dollars for the same now offered you for fifteen thousand dollars. Mr. B. H. Betts will be instructed to receive your answer. Our settlement commenced within the time limited; and besides that, we have obtained one year longer; the documents were sent to St. Augustine to be recorded there, and our agent has not yet returned them to us. We are glad to hear that your company have sent men on there to examine the soil; it will bear the examination of the best judges. Expecting to hear from you on receipt of this, we remain, dear sir,

Yours, &c.,

F. M. ARREDONDO & SON.

N. B. We require your determination in 30 days after receipt of this, and payment in 60 days after determination.

(Superscription)—Mr. Joseph F. White, merchant, New York.

(D.)

HAVANA, 15*th August*, 1820.

DEAR BROTHER: I have this day received a letter from Mr. Joseph F. White, and from Jasper Ward, who acknowledge receipt of copy [of] our titles to land in East Florida, and the package for you which they say they forwarded to you, and which contains duplicate of the same. From what they write they will no doubt accept our proposals, viz., $10,000 for 50,000 acres; a part of which they have or will no doubt sell for $\frac{5}{100}$[ths] per acre, and they will want you as our agent to make conveyances direct to the purchaser for such parcels as they sell, till they probably make up the $10,000; this you can do, always recollecting we only give a quit claim deed, as mentioned in my former instructions to you, and also our proposals to Mr. White, placing them on the same footing as the grant or titles of the Government places us. The bargain is a good one for them, and I am really glad that I have it in my power to put something of profit in the way of my friend, Mr.

White, whom I highly esteem. The balance of the lands we shall hold on to for a more valuable consideration. In a few days will write you again. I am now in my room with the comfortable complaint of the rheumatism, and none of the poke-berry by me; do send me 20 bottles or some jugs of it first opportunity, but don't have it manifested at the custom-house nor Spanish consul. Your letter acknowledging sweetmeats, &c., is received.

In haste, your brother, &c.,
SAM'L BETTS.

(Superscribed)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(E.)

HAVANA, *February 14th*, 1821.

DEAR BROTHER: Your esteemed favor of the 2d December last came to hand this evening by the brig New Packet, from New York, enclosing a letter from sister; also your letter to the house on the subject of the sale of the Florida lands, which will meet with due attention. I am truly sorry to hear that our aged father is so afflicted as you represent; he must suffer severely from such a sore as you describe. I hope he may find medical or surgical aid that will give him speedy relief, and in the mean time that he may bear up under his great suffering with perseverance and christian fortitude. I fear his constitution is too much shattered for nature to bear much at his advanced age; but its our duty to use proper means to preserve and continue our being; this I am sensible, will not be neglected by yourself and our dear sister in the present case of our beloved father, who I pray may find speedy relief, by restoration of sound health. I expect father has suffered much from the loss of our dear mother, and this may tend to render time heavy and his situation a great deal more critical than it otherwise would have been. Under all circumstances, we ought to submit to the dispensation of Providence without murmuring; I hope we shall all be able to do so, and bear our losses and sufferings with christian firmness. I have heretofore acknowledged and replied to all your letters from August last to the present; some of them were probably detained some time in New York, and several of them did not come to hand for some time after arrival here, owing to carelessness of captains, or laziness of our post office clerks or their masters. Do you ever see the young Spaniard Garcia, at Mr. Haight's academy, or know how he gets along with his studies; his handwriting, from his last letters, did not appear to me to be on the improving hand. I hope they pay proper attention to him, and when you are at Wilton now and then, wish you would call and see him, and let me know something about him; his uncle here wishes much to hear often from him. I hope your own family and the rest of our family connexions are all well, and enjoying the rational comforts of life. My own health is not very good; that is, my old complaint, the rheumatism, is inclined to lurk about me ever since my last attack in

August last. I cannot walk without limping on my left leg, and think it probable that the sinews about the left hip and groin will ultimately be so contracted as to render that joint so stiff as [to] make me always limp. I have taken about one-half the poke juice you sent me, and continue it; I sometimes think it helps me; at other times think it has lost so much of its virtue by age that it has but little effect; but I shall continue it, and hope to be relieved ultimately. You'll bear me in mind to all our friends, and believe me as ever, affect[ionate]ly,

Your brother,

SAM'L. BETTS.

February 23d.

I yesterday received two letters from sister, of 31st December last, and 1st January ulto., and [am] glad to hear that father was getting better. You will receive by this conveyance letters of the house, for yourself and Mr. White, on the subject of the Florida land, which you will of course pay particular attention to, and write the result by first opportunity.

S. B.

(Superscription)—Mr. Burr H. Betts, merch't, Bridgeport, Conn't.

(F.)

HAVANA, *March 16th*, 1821.

DEAR SISTER: This will advise you that I am in rather better health than when I last wrote, but I am now pretty much good for nothing, hobbling about, some days when the weather is bad, like an old fellow of eighty, till I am some times ready to laugh at myself for the figure I cut; my spirits, however, are generally pretty good, and I have such a good man for a partner, and other friends about me, that I bear infirmities, in my own opinion, rather better than the generality of people. I have wrote to Mr. Fenwick, desiring him if possible to bring my daughter on here this spring, and hope he will be able to do it; if he does, it is my intention to go with her to the northward, or should I be prevented, she would in that case go on with Mr. Wallace; the wife of Mr. Wallace, who was at your house with Ignacio Arredondo, a worthy and amiable woman, but I fear Mr. Fenwick will not be able to come. The house in which I am one-third concerned have sold a part of our lands in Florida for forty thousand dollars, and hope the balance of them will be worth a good deal more. Brother will have the receiving the payments, making the deeds, &c., which will be something new to him. You see, my dear sister, although absent from you my exertions are not wanting to procure the means of making us all as comfortable as our situation in this bustling world requires; at least, if possible, to prevent the iron-hearted hypocrite from turning us out of doors. I hope you all enjoy a good share of health and comfort, and that our aged father partakes of these blessings with you, so far as his advanced

years permit. Remember me kindly to Dr. Willard and our friends, and believe me always, Your affectionate br.,

SAM'L BETTS.

(G.)

HAVANA, *Feb'y 24th*, 1821.

DEAR BROTHER: You will herewith receive from the house duplicates of letters for yourself and Mr. White, the originals by different conveyance. I wish you to pay attention to this business, and if they conclude to buy, you will be particular in making the deed or deeds, that we don't warrantee, but merely a quit claim. If they don't like this they may let it alone, and not expect us to make them a second offer. I have very candidly told Mr. White, in my own various private letters to him on this subject, that I wished he might enter into the purchase as a good speculation on his part, and I now wish it, and believe it would be the best speculation he could make, but he will judge for himself. Sister's letters to me, up to 1st ultimo, advise that father was better. I pray he may enjoy good health, and that we may all share the same blessing. All accounts from your quarter say the winter has been extreme[ly] cold. I hope you have all been comfortably provided, for so inclement a season, with wood and other comforts of life. Shall expect to hear from you soon and often. How do you now stand with Mr. Gregory about the house? If you find it necessary to sell the store to make payment for the house, you will do so. I don't believe you will ever do anything in it to advantage. Let me know all about it in your next, and believe me,

Your affectionate brother,

SAML. BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn't.

(H.)

HAVANA, *March 21st*, 1821.

DEAR BROTHER: I believe our power of attorney sent you by the schooner Climax, Captain Merrill, via New York, which did not sail till this morning, was not signed by the witnesses. We have, therefore, executed a second one, which goes by this conveyance, with duplicates of all the original papers that went by the Climax; also second of our first set of exchange on Jasper Ward, esq., for the first payment of ten thousand dollars. I hope it will be duly honored by him. It will relieve us very much, as we have now advanced, one way and another, owing to us here, about fifty thousand dollars, which makes us short of necessary funds. I will see if it will be possible to let you have a thousand dollars out of the first draft; if not, you may calculate on it to a certainty out of the second, which you may state with confidence to to Mr. Gregory, provided he presses you, which I hope he will not.

If I live but a short time, we will all be better off than we have ever been as to wordly matters; not subject, I hope, to be turned out of doors by any of our neighbors at Wilton or Bridgeport. My love to all, and remain

Your affectionate brother,
SAML. BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(I.)

HAVANA, *April 21st*, 1821.

DEAR BROTHER: At foot you have a list of of drafts we have drawn on you, amounts, and where payable, some of which I suppose have, by this time, been presented to you for acceptance, which I hope you will duly honor. Should Mr. Ward be disposed to pay any of the other payments in advance by allowing him bank discount for the time until due, we authorize you to make the proposition, and receive it accordingly. I have not time to say more now, as we are to-day despatching several vessels ready for sea.

Your affectionate brother,
SAML. BETTS.

1st	draft,	favor	Smith & Wise, payable in Boston for	$3,000 00
2d	do	do	H. D. & R. Sedgwick, payable in N. Y.	100 00
3d	do	do	Curtis & Lincoln, payable in Boston	2,554 00
4th	do	do	Ebenezer Breed, payable in New York,	680 00
5th	do	do	Thomas Merrill, payable in Boston,	1,850 87½
6th	do	do	Jacob Knight, payable in Boston,	879 81
7th	do	do	H. Bishop, payable in Boston,	394 72
				$9,459 40½

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(J.)

HAVANA, *June 15th*, 1821.

DEAR BROTHER: Your letter to the house of 24th ult. was received yesterday, to which I replied. I hope there will be no defalcation in payment on the part of Mr. Ward. If there should be, it would prove very injurious to our mercantile reputation, as our drafts were all either sold here for cash, or remitted as payments to our correspondents, and of course to come back protested would not only be a serious injury to the credit of the house, but attended with costs and damages, and probably we not able at the moment to meet them on their return. I have wrote [to] Mr. Ward particularly to be punctual, and that if he was not so it would ruin us. We have drawn on him in various bills to the full amount of his second payment, finding it less difficult to ne-

gotiate bills direct on New York than to draw on Bridgeport. The third payment becomes due 15th September, out of which [1] shall assist you in payment to Mr. Gregory. I hope by this time my dear Mary is safe at N. Haven or with you. She sailed 29th ult., in ship Gov. Griswold, for New York, of which I advised you by steamship Robt. Fulton and other conveyances. I wish you to be tender and kind to her; she has been brought up so far with tenderness and affection. I don't know how she is supplied with clothes or other necessaries; in fact, while she was here I was on nettles for fear she and Mr. Fenwick would get sick. I have never known so sickly a season for strangers as when they arrived, and has continued since, and I could scarcely think of anything else but getting them off as quick as possible. You will ascertain what she wants for comfort or convenience, or any reasonable indulgence of what is generally termed pin-money. I shall expect you to observe her general deportment, and give me your advice, and your opinion of her mind, morals, improvements, &c.; in fact what you would wish me to do for yours under similar circumstances. Expecting to hear from her, Mr. Fenwick, and yourself, very shortly,

I remain, as ever, your affectionate brother,

SAML. BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(K.)

HAVANA, *September* 8, 1821.

DEAR BROTHER: We have wrote Mr. Ward to-day, on the subject of his abuse of our confidence in him, and hope he will remedy it, as far as its now possible, by paying our drafts at maturity. I have not yet heard whether Mr. Fenwick received from him the amount of our draft in his favor for $500; if he did not, he would be short of money to carry him home, unless you assisted, or he got money from somebody else.

I am really astonished at Mr. Ward's conduct towards us; its so different from his correct conduct as a merchant when I knew him in business in N. York, and he must be well aware of the injury a house suffers in its reputation and interests by having their drafts dishonored. My personal mortification is great, though my partner casts no reflections on me for the confidence placed in Mr. Ward; yet knowing the contract was concluded by my assenting, and would not have been done had I made the least objection, makes me feel it the more. I had written a very severe letter to Mr. Ward, on the part of the house, which I shall not send, as it may only irritate without any good effects. Your very frequent advices to us, particularly the payment of any of our bills by Mr. Ward or yourself, will probably save us the trouble and difficulty of making remittances, which we shall have to do in some instances. We are now about to make a remittance of three thousand dollars to Mr. Whitney, he having taken up about six thousand dollars of our

bills, and, by his and your last advices, he has only received from you three thousand dollars; by this you will see the necessity of my request, for we can scarcely remit in any thing but what will produce a loss. Your last date received is 12th, and P. S. of 13th July, from N. York. I hope you found Mary and your family well on your return, and that she is pleased with her relations and new acquaintances. This disagreeable business of Ward's does not allow me time, tranquility of mind, or means to do what I wished to do, but hope soon to be relieved from such a situation by Mr. Ward's attention; and I hope Mr. Gregory will be able and disposed to have a little further patience, by paying interest for balance due on the house. See that my dear Mary wants for nothing for her comfort, and render her situation as agreeable as you can. I hope our dear parent and sister are also well and comfortable; I shall write them all, if time permits.

With love and best wishes, remain as usual, your affectionate brother,

SAM'L BETTS.

(Superscription)—Mr. BURR H. BETTS,
Merchant, Bridgeport, Conn.

(L.)

HAVANA, *October* 1, 1821.

Mr. BURR H. BETTS, *Bridgeport.*

DEAR SIR: This will be handed you by Mr. William B. Wallace, who possesses our general power of attorney, and goes on to the United States to transact some business for us; and, among other things, to do and see what can be done in our unfortunate negotiation with Mr. Ward. You are already acquainted with Mr. Wallace, and know that he possesses our entire confidence; he is equally intimate with ourselves in all transactions of the house, and wish you to render him all the aid in your power to bring this affair with Mr. Ward to the best close that can be made under existing circumstances. We are convinced that your own disposition will prompt you to do all you can in this business; and, hoping there may ultimately be a favorable result, we remain, very respectfully,

Your obedient servants,
F. M. ARREDONDO & SON.

(Superscription)—Mr BURR H. BETTS,
Bridgeport, Conn.

(M.)

HAVANA, *March* 20, 1821.

DEAR BROTHER: I this day enclosed to you, by the schooner Climax, Captain Merrill, via New York, the power of attorney of the house, authorizing you to execute conveyances for a part of our Lachua tract of land to Jasper Ward, esq., of New York, on condition of the within copy of agreement. In the same package by the Climax was enclosed the power of attorney, copy of agreement between Mr. Ward and our-

selves, the letter of instructions from the house to you, and our bill of exchange on Jaspar Ward, esq., for $10,000, say ten thousand dollars, in your favor, payable in eighty days after dated, and was dated the 15th inst.; also my own letter to you, which I hope will get safe to hand, and meet attention from you and punctuality from Mr. Ward. You will now receive by this conveyance duplicates of all the above papers, at least hope you will; we shall, however, forward you triplicates, for fear of miscarriage, and shall expect you will also be frequent and prompt in writing to us how you get along with this business. I have been working a great many years for us all, and hope I may soon have more time to devote to a quiet life. Remember me kindly to all, and believe me, as ever,

Your affectionate brother,

SAM'L BETTS.

March 22d. I omitted closing this letter, to go by the ship Commodore Perry, Captain Forbes, via New York; all the other papers herein before mentioned went by her; she sailed this morning. You will notice that the signature of the house to the power of attorney, bill of exchange, and letter of advice for the same, is in Spanish; this happened by Dn. Fernando, our partner, signing the agreement when I was busy about something else. That is his mode of signing, and, as the agreement was signed by him, we thought it best that the draft, &c., should also be signed by him, so as to correspond and leave no room for doubt by the different appearance of our signatures. God bless you all.

Your affectionate brother,

SAM'L BETTS.

(Superscription)—Mr. Burr H. Betts,
Merchant, Bridgeport, Conn.

(N.)

Havana, *March* 29, 1821.

Dear brother: You will receive several letters by this conveyance, and, as the vessel is detained by a head wind, I drop you a few lines more. We have not yet drawn on you for any part of the ten thousand dollars, for which we have forwarded you our draft on Mr. Ward, and the reason is, we have not been able to find a purchaser; it is prob[ab]le that some one may want a bill payable in Boston, and as the banks in the United States, or a principal part of them, have a reciprocal credit with each other, it will be well for you to understand this thing from the bank in which you deposit the draft on Ward for collection, and know at what bank in Boston you might make (if necessary) your acceptance of any draft of ours payable. I know that such arrangements are frequently made, without any inconvenience to the banks or parties interested [in] the drafts. Be sure to write us frequently, and in duplicate at least, of what transpires relative to this business, so that we may not lead you or ourselves into any unnecessary difficulty by hav-

ing the mortification of protested bills; and should it so happen that Mr. Ward, from any cause, protests our draft on him, you of course will have to protest ours on you for want of funds; but this would be a dreadful mortifying circumstance to us, and particularly to my feelings. I cannot think that Mr. Ward would lead us into such a dilemma, and my hinting at the above is only suggested by our having suffered for protested bills heretofore; and it is very natural for [a] burnt child to dread the fire. All this must impress you with the importance of early and frequent advices in duplicate.

Your affectionate brother,

SAMUEL BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(O.)

HAVANA, *April 2d*, 1821.

DEAR BROTHER: The house this day draws on you, at sixty days sight, in favor of Messrs. Smith & Wise, payable in Boston, for three thousand dollars, value received by us here; I calculate it will take about twenty days before it can reach you for acceptance, and that this will give sufficient time for collection of our draft on Ward for ten thousand dollars in your favor, and for you to obtain a check or post note of the bank in New York, on one of the banks in Boston, to meet the payment of the draft on you. You will, of course, desire the bank in Boston to place the amount you forward to your credit, and notify them for what purpose it is intended, so that they may take up the draft when presented to them for payment, and place it to your debit; also drop a line to Messrs. Smith & Wise as soon as you are informed by the New York bank what bank the acceptance will be payable in in Boston; as Mr. Ward has been long accustomed to banking business, and knows the necessity of punctuality, he will give you any information or aid necessary to carry the negotiation through correctly and promptly. I will also forward you a letter of introduction to Josiah Whitney, esq., one of the most respectable merchants in Boston, which you can enclose him, and should his services be required there, every reliance can be placed on any thing he promises. We shall draw for the balance of the first ten thousand dollars as soon as we find a purchaser.

My dear brother, this business is giving you some trouble, which ultimately will, I hope, result as well to your interest and comfort as my own, and I shall expect you will cheerfully give your attention to it; in doing so you are making yourself practically acquainted with a branch of mercantile transactions which hitherto must have been very limited; relying on your attention, and with love to you all, I am, sincerely, your brother,

SAMUEL BETTS.

P. S. After my letter was near[ly] finished, found it was a torn sheet, so it must go as it is.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(P.)

HAVANA, *April 9th*, 1821.

DEAR BROTHER: The house have drawn on you the following bills; I beg you to be careful that no informality in placing funds in Boston may be the cause of protest. I have written to Mr. Ward frequently, and urged him to be punctual in his acceptance and payment of our bill on him, and I have full confidence that he will be so.

Our first bill on you, dated 2d April, 1821, favor Messrs. Smith & Wise, payable in Boston - - - - -	$3,000 00
Our second, dated 7th April, favor Curtis & Lincoln, payable in Boston - - - - - - - - - -	2,554 00
Our third, dated 7th April, favor Messrs. H. D. & R. Sedgwick, payable in New York - - - - - -	100 00
	$5,654 00

The above are the different drafts drawn until now; we shall continue to draw for the balance of the ten thousand dollars as purchasers may appear, payable in New York or Boston, as may suit their convenience. You will always have time, before the sixty days of your acceptance expires, to place the funds to meet it in Boston. Your attention to this must not be wanting. Mr. Ward can give you every information necessary on the subject of transmitting the funds to Boston, and it would be well for you to know from the bank in New York which of the banks in Boston they wish you to make your acceptances payable in, and in that case when you accept a bill payable there you can name the particular bank; this would simplify the transaction and be less liable to mistakes. I hope this may find you all well and enjoying the comforts of life; accept my love for you all.

Your affectionate brother,

SAMUEL BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(Q.)

HAVANA, *April 28th*, 1821.

DEAR BROTHER: Our last draft on you was for two hundred dollars, favor Captain William Dyer, which I have requested you in a former letter to accept at thirty days sight, or even if not inconvenient to you, wish you would enclose him the money instead of enclosing

him back the draft when it comes to you for acceptance. As he has no acquaintance in Bridgeport, I told him he might enclose the draft direct to you, and that he could depend on your prompt attention to it. I hope all our drafts have been duly honored, if not, it will make murdering work with our credit here. We shall draw on Mr. Ward in a few days in your favor, or direct on him in favor of those who may here want bills, for the second ten thousand dollars, of which shall duly advise you; expecting momently your first advice relative to the fate of our drafts already negotiated.

I remain, in haste, your affectionate brother,

SAMUEL BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(R.)

HAVANA, *May 8th*, 1821.

DEAR BROTHER: I wrote you a few days ago, the house also wrote, advising you that we had commenced drawing direct on Mr. Ward on account of his second payment of ten thousand [dollars.] We have adopted this mode because we found difficulty in negotiating the drafts of the first payment on account of their having to be sent to Bridgeport for acceptance; the house will keep you advised of the different bills they may draw on Mr. Ward, and when they are paid by him they will be good vouchers to you for their respective amounts on account of the second payment. Bills for the full amount of the second payment may not appear before the time expressed for payment in the agreement; should this be the case, and Mr. Ward should wish to have the conveyance made for the second twenty-five thousand acres, it may be done by his giving you a certificate or paper declaring the balance due on the second payment. We shall, however, use all diligence in negotiating drafts, as we are in want of money and it's more than probable that drafts for the amount will appear and be under acceptance, if not paid by or before the 15th July next. I am thus particular, in order to relieve you as much as possible from perplexity or doubt as to your proceedings. The house nor myself have received a line from you on the subject of any of our drafts, but momently expect to receive letters from you advising that our draft on Mr. Ward in your favor and ours on you in favor of various persons have all been duly honored. I shall in the course of this second payment endeavor to assist you in the demand of Mr. Gregory on account of the house; how much has been paid on that account, how much due, and when; and how do you get on with the store? I expect it is a losing concern. I hope to hear you are all well and comfortable; in mean time, with love to all, believe me your affectionate brother,

SAMUEL BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(S.)

HAVANA, *June 9th*, 1821.

DEAR BROTHER: I wrote you to-day in the name of the house advising you that we had enclosed two powers of attorney for you to Mr. Ward for the execution of deeds for thirty thousand acres of land each, which he will send to you or advise you of his having them for you; it seems some of the company concerned with Mr. Ward did not think the one sent on to you by us so fully expressed as was necessary, and Mr. Ward wished separate powers as above, and a third one for the balance of his purchase. We have no objection to this; our disposition and intention is to give satisfaction to all (if possible) with whom we have negotiations; we shall probably send the third power by this conveyance, as we understand the ship cannot go to sea to-day; Mr. Ward, I expect, does not interest the company in the whole purchase, and that probably is one of his principal reasons for wanting us to give you three separate powers; and he desired me in his last letter not to state in reply that we had sold him more than thirty thousand acres; we of course are not under the necessity of saying to any one how much we have sold him, nor is it our business to care about how many he has interested with him, or to what amount; so that we get our pay from him I am perfectly willing he should make a fortune of it, and I have no doubt he will do it; it will, at the same time, make what we have *have* reserved worth more in proportion to the settlements he makes on his purchase, which I expect will commence this fall, and make good progress; he says, in his last letter, if the powers did not arrive in time, he should probably call on you for temporary titles till the powers should get to hand; if this has been done, be careful to see the temporary title you may have given cancelled before you execute another in its place under the powers now forwarded; I suppose if Mr. Gregory is paid in the course of the summer, (by paying interest,) he will not be troublesome; I mention this because we may have to draw, for our own use, for the whole of the second payment; and I have already had to take a bill for five hundred dollars for Mr. Fenwick's expenses coming on and to get home, besides what money I had to take here for his and Mary's expenses, passages, &c., which shaves the beard of a thousand dollars pretty close; I had rather pay Mr. Gregory interest a little longer than to take funds which must cramp our operations here; I assure you I don't wish the place sacrificed for half its cost, which I think is very likely to be, as much as it would bring cash; I wish you to write me how you can manage with Mr. Gregory, and how you are likely to get along yourselves; I hope you will make something by your business; give my love to all, and hope to hear from you often. If Mary should wish to spend some time with Mrs. Wallace, at New Haven, or make her occasional visits before entering her *her* school, [I] wish you to conduct her; in the mean time, believe your affectionate brother.

SAM'L BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

2037.
67

(T.)

HAVANA, *June* 26, 1821.

DEAR BROTHER: Your two favors of the 25th ult. and 9th inst., came to hand yesterday, and contents noted. I hope Mr. Ward will not suffer our bills to come back protested for want of punctuality on his part, or yourself for want of early arrangements in transferring the funds to meet such bills as are payable in Boston at the moment of their being due. Should they come back it would be ruin to us as a commercial house; and as I have taken an active part in the sale to Mr. Ward, I should personally feel great mortification in having given assurances of Ward's punctuality. You must urge him to be prompt. I have wrote him to be so. I hope before this my dear daughter is with you and well, and that you are all comfortable. Am sorry to hear father is so afflicted, and pray he may have fortitude to bear up under his affliction. Not time to say more. Too late to write Mr. Ward by this vessel, and you can show him this.

Yours, affectionately,

SAM'L BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(U.)

HAVANA, *August* 18*th*, 1821.

DEAR BROTHER: I have just received your two favors of 19th June, and 6th July, for myself, and for the house of 30th June, by contents of which my mind is much relieved, but not entirely, nor will it be until I know our drafts are all paid. It was an unpardonable thing to set up such a pretence as he, Mr. Ward, did; and knowing, as he must from his long experience in business, the bad effect protested bills has on a house in active business. Had Mr. Whitney not have been friendly enough to take up those you mention, they must of course have come back with ten per cent. damages, costs, &c., and at a moment perhaps when it would have been difficult for us to have refunded the amount; for here we have no banks, no discounting paper, every house stands their owner banker, and must have their resources within their own walls. I shall write Mr. Ward particularly on the subject, and hope he will not give me occasion to say more than I wish. I hope you will write often, and if you should know of any of our drafts on Mr. Ward being protested for non acceptance or non payment, advise us of the same. I have received two letters from Mary; she says she is quite pleased with you and Phœbe, and that your little daughter is one of the *priest* children she ever saw; and it is quite gratifying to me to learn by your letters that Mary is so much of what I have always wished her to be. She must now have been longer with you than she has with me since she was six years old. She tells me in one of her letters that she hopes we shall become more intimate acquaintance than mere correspondence, which I hope we shall be permitted to real-

ize; in the mean time you must be her protector, and encourage her young and virtuous disposition to pursue the path of virtue and the improvement of her mind. I expect she has made good use of her time heretofore in her different studies, though since the death of her aunt Fenwick she has not been at school. Mr. Pope, in whose family she has since resided, have been kind to her, and the company they have kept has probably given her some little advantage; but society in that quarter is not very refined. I hope she will be pleased with the customs and manners of society in your quarter of the world, and make good selections of female and other acquaintances. I wish her to be supplied with proper books for her improvement and amusement; you will know more of the progress she has made in a short time than I can know from hearsay and the little observation I could make during her short stay with me. You don't say whether Mr. Fenwick realized the amount of our draft on Ward for five hundred dollars; if he did not, I don't know how he has managed for funds to take him home. You have not said how you liked him or any thing about [him.] Shall expect it in your next. I wish he could have staid long enough for you to have become acquainted with, for he is a rare clever fellow. I pray our family at Wilton are well and comfortable; they will no doubt be happy to see Mary. You say nothing in your last about father's complaint; I hope he has got over it. Nor did you say what was Mr. Gregory's ultimate determination for indulgence. I like to hear often how you come on; but really, in writing to the house I wish you would be a little more neat, for some of your letters I believe have ink enough from erasures and blots to write two or three letters, and must proceed from a careless habit. Your letter in favor of Mr. Storms, my late found out cousin, is at hand. I have not yet received the article, nor seen the captain, but expect the article will not answer. A gentleman here from Boston keeps a soda water establishment and mineral waters, but finds little or no vend for the latter. I will write Mr. Storms and cousin Sally by this or next conveyance; in the mean time, with love to all your own and the rest of family connexions, I remain as usual,

Your affectionate brother,
SAM'L BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(V.)

HAVANA, *August* 23*d*, 1821.

DEAR BROTHER: Your favor of the 12 13th ult. has come to hand, by which [I] observe you had received only three thousand dollars from Mr. Ward. His conduct has been trifling, and what I did not expect; I realy had the utmost confidence in Mr. Ward, and should ever have considered his word sacred for the fulfilment of his engagements, and so I represented him to my partner. Should he ultimately deceive us I shall suffer much mortification, and we may also suffer

much in our interest and reputation by our bills being protested. The house have wrote him, and I have wrote him particularly on the subject, and hope his sense of honor will induce him to be punctual by some means or other. Had he told us he could not comply with the terms when he was here, we should not have placed ourselves in such a situation by drawing. I beg you to keep us frequently advised of what is done as to the bills on yourself and on Mr. Ward. I shall not feel easy till I see the end of this business, and fear we shall have to pay many of our bills with damages and costs of protest. Whatever Mr. Whitney's charges are on the bills taken up by him must be paid him; we have wrote him to that effect, and expressed our gratitude for his friendly protection of our honor. Expecting to hear from you often, I remain as usual,

Your affectionate brother,
SAM'L BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(W.)

HAVANA, *September 22d*, 1821.

DEAR BROTHER: Your favor of 23d ult. has this day come to hand, by which we notice the further singular conduct of Mr. Ward. I cannot account for his strange way of acting; it has had a bad effect on our business, or will have, by turning the consignments of some of our correspondents into the hands of other houses here. We are endeavoring however to counteract this mischief as far as possible, by assuring all those who have taken our drafts on Ward, that should they be sent back they will be promptly met by us, which we shall take care to do. We are placing Mr. Whitney in funds for all he has taken up for us, and also placing further funds in his hands to meet any others, should they come in his way; he has acted as a real friend towards us, which we shall duly appreciate. I really don't know what to think of Ward; his conduct appears to me sometimes like a villain, and then again I see him paying some of our bills on him He writes us on the 14th July, "that the powers of attorney were received by the Com. Perry, and that a deed had been executed in trust to Mr. Wells for thirty thousand acres, and the moneys are paid into his hands to meet the drafts as they become due;" and in yours of 23d ult. you say you have only been able to remit Mr. Whitney thirty-two hundred dollars. If this money was deposited with Mr. Wells to pay our drafts on you, why have they not paid it over to you, or what have they done with it? Do you know whether the money was placed in Wells's hands or not, and what kind of a man is Wells? I wish to be informed on this subject, for I cannot believe anything that Ward tells me. I hope he may retrieve his character by remedying the injury he has done us; if not, he must atone for his conduct in another way, perhaps not so pleasant to him. We have just received a letter from Capt. James Coombs, of Portland, that he sends back our bills on Ward for $2,800, and some odd

dollars, which we have to pay here. Capt. Coombs was a valuable correspondent of ours, and we shall now propably lose him and some others from same place. I am now tired of the subject, and will say something else. You tell me Mary is in good health; she confirms it, and much to my satisfaction says her uncle and aunt Betts, with whom she stays, are very kind and affectionate to her, and that she is much pleased with her new acquaintances, which form altogether a different society from that in which she has lived for several years past. She speaks of her visit to Wilton, and gives a very good description of those she became acquainted with there, and pleased with her relations generally. I hope she may always merit the esteem of all good members of society; confident she will not want while under your protection, I shall rest easy by now and then having an account of her, and her own correspondence with me, which I hope will be frequent. My love to her, to your family, and the rest of our connexions, while I remain as ever, Your affectionate brother,

SAM'L BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(X.)

HAVANA, *October 4th*, 1821.

DEAR BROTHER: I wrote you by Mr. Wallace, who sailed from here on the 2d instant for Philadelphia. We have nothing particular new since he left, but as I am in the writing department during his absence, shall probably write you more frequently than I have done. I shall have my hands full till he returns; for, besides his absence, we have three clerks absent, leaving our business on the shoulders of Dn. Fernardo, myself, and two clerks, probably till Wallace's return; however, if I have my health, we can worry through it by improving both day and candle-light. I hope Wallace will be able to do something with Ward before he comes back. We have shipped sugars for Boston, consigned to Mr. Whitney; amount of invoice here twelve thousand dollars, vessel to sail to morrow, to meet what he has paid for us, and to draw upon [him] to meet others. We shall also place further funds in his hands for some purpose, in order to be prepared as far as possible to remedy the evil Ward has caused us to suffer by his neglect, or villainy, or any other name it may merit. I don't know what he will pretend to say in his justification; but there is nothing just or righteous that he can urge, and I should like to hold him as uneasy as I think he deserves till he poneyed up the cash. I hope your own family, Mary, and all the rest of you are well. If I don't have time to write Mary by this conveyance, give my love to her, and accept the same for yourself and family. I have been hard at it all day; it is now bed time, and late enough to quit the desk; good night, and believe me,

Your affectionate brother,

SAM'L BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

2056.

(Y.)

HAVANA, *October 9th*, 1821.

DEAR BROTHER: It is but a few days since I had the pleasure, by Mr. Wallace, who left here on Tuesday last for Philadelphia; he will of course call to see you and meet with that reception and attention due an intimate and confidential friend of mine and of the house; he goes to bring his family, and in the mean time to manage our arrangements there for remedying the evil, as far as possible, caused by my particular friend Jasper Ward's conduct towards us. He has caused me many a sleepless hour since our negotiation with him, and for which I shall not forgive him in a hurry. I must repeat my request that you write us often; it will be necessary that Mr. Ward pays up to you or to Mr. Wallace the amount of his acceptance of the ten thousand dollars in your favor, for which you gave a deed in trust to Mr. Wells, and when received by you, pay it over to Mr. Whitney or to Wallace. Who is this Wells; may he not play some trick? Ward wrote us that the money was placed in Wells's hands to meet our drafts on you as fast as they should come to maturity. Now, to speak plain English, I believe he lies, and his generalship ought to have a good hiding. I hope, however, all may yet be well, for I really am tired of running hazards and working like a negro to get something for common comforts of life, and have some rascal deprive us of it. You must render Wallace any personal assistance you can, should it be needed. Love to Mary, for I expect I'll not have time to write her by this conveyance; I did not know of till this afternoon, and love to all the family. I remain, as ever, your affectionate brother.

SAML. BETTS.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(Z.)

HAVANA, *February 16th*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

DEAR SIR: Your favor of 2d December last has just come to hand, and contents noted. Also a letter from Mr. Joseph F. White, on the subject of the fifty thousand acres of Lachua land. Enclosed we hand you our reply to Mr. White, which we wish you to see safe delivered to him, and note the time of delivery; we also hand you copy of that reply, by which you will see our ultimate terms, and which you will consider as positive. If Mr. White or Mr. Ward think proper to comply with those terms within the time limited for that purpose, it's very well; if not, you consider the proposal as void at the expiration of thirty days from the time you deliver the letter to Mr. White. Our agent in Florida had commenced our settlement agreeably to the tenor of our titles, previous to asking further time; but notwithstanding this, we have obtained another year. We are also now officially advised of the cession which gives an augmented value to lands; in making the *the*

titles you will refer to your former instructions from us, which are to give a quit claim only. Should our present terms be complied with, you will give us the earliest possible advice, that we may govern ourselves accordingly; the amount of purchase be deposited with you, or if more convenient to them, in any of the banks in New York, Philadelphia, Bridgeport, New Haven, or Boston, subject to your order, at sixty days from the expiration of the thirty days allowed them to determine whether they accept our present proposals; and in case of such deposit you will be particular in obtaining the proper acknowledgment of the bank for same. Relying on your prompt attention to our request, we remain your friends, &c.

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgport, Conn.

(&.)

HAVANA, 29*th August*, 1820.

Mr. BURR H. BETTS, *Bridgeport*.

DR. SIR: Enclosed we hand you our power of attorney authorizing you to sell fifty thousand acres of land, part of our Alachua tract, in East Florida. Copy of the titles having been already forwarded to you by your brother, who has also fully explained to you our views and wishes on the subject. We expect Mr. White and Mr. Ward will be ready to comply with the terms proposed by us, and which they acknowledge to have received. We shall in a few days forward to you, and to those gentlemen, copy of a decree or document allowing us two years longer time to commence our settlement on those lands, which must give much importance to their value. We request your particular attention to this business, and the earliest possible advices of your proceedings, as the realizing the amount of sales as soon as possible is our only motive for selling. Expecting early and frequent advices, we remain your obedient servants.

F. M. ARREDONDO & SON.

(Superscription)—Burr H. Betts, esq., merchant, Bridgeport, Conn.

(No. 1.)

HAVANA, *April 2d*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

SIR: We have this day drawn on you, at sixty days' sight, in favor of Messrs. Smith & Wise, for three thousand dollars, payable in Boston, which you will please honor when presented, and meet payment when at maturity, and place the same to account of, dear sir, very respectfully, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

2057.

(No. 2.)

HAVANA, *April 2d*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

DEAR SIR: We have this day drawn on you, at sixty days' sight, in favor of Messrs. Smith & Wise, for three thousand dollars, payable in Boston. Before this bill can be presented to you for acceptance, our bill on Mr. Ward in your favor will be so far on its way to maturity as to place you in funds, and give you time to place the funds in one of the banks to meet our draft on you for the above sum. We shall of course expect our draft to meet due honor on presentation. We shall by first opportunity send you our bill on Mr. Ward for ten thousand dollars more, being for second payment as per agreement heretofore enclosed you. Relying on your attention to this transaction, and expecting to hear from you frequently, we are, very respectfully, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(No. 3.)

HAVANA, *April 21st*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

SIR: We have this day drawn on you at sixty days' sight, favor Jacob Knight, esq., for eight hundred seventy-nine $\frac{81}{100}$ dollars, payable at one of the banks in Boston, which please honor when presented, and place the same to account of, dear sir, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(No. 4.)

HAVANA, *April 24th*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

DEAR SIR: We have this day drawn on you at sixty days' sight, in favor of Capt. William Dyer, for two hundred dollars, payable at one of the banks in Boston, which please honor and place to account of, dear sir, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(No. 5.)

HAVANA, *April 21st*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

SIR: We have this day drawn on you at sixty days' sight, in favor of

Thomas Merrill, esq., payable at one of the banks in Boston, for the sum of eighteen hundred and fifty $\frac{87}{100}$ dollars, which please honor, and place to account of, dear sir, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

Bill of Exchange.

Exchange for $1,850 87½. Havana, April 21st, 1821. Sixty days after sight of this, fourth of exchange, first, second, and third, of the same tenor and date, not paid, pay to Thomas Merrill, esq., or order, at one of the banks in Boston, eighteen hundred and fifty (87½-100) dollars, value received, and charge the same with or without further advice to your humble servants,

F. M. ARREDONDO & SON.

To Mr. Burr H. Betts, merchant, Bridgeport.

(No. 6.)

HAVANA, *May 5th*, 1821.

Mr. BURR H. BETTS, merchant, Bridgeport.

DEAR SIR: We now have to advise you that we have this day drawn on Jaspar Ward, esq., at sixty days' sight, favor William Gibson, for five hundred dollars, being considered by us as part of the second payment of ten thousand dollars from Mr. Ward for the Lachua lands, sold him as per agreement of 15th March last; you will, of course, consider it the same, and when paid receive it as cash on our account, from Mr. Ward, and equally so any other bills drawn by us direct on him; in our next will write you more fully; and in haste remain yours, respectfully,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport.

(No. 7.)

HAVANA, *June 9th*, 1831.

Mr. BURR H. BETTS, Bridgeport.

DEAR SIR: Mr. Ward having desired us to forward powers of attorney, two for thirty thousand acres of land each, and a third for the balance of his purchase of Alachua lands from us, we now send to you, enclosed to him, the two powers first above mentioned, which he will forward to you or advise you of. Should you have made the conveyance under the powers we heretofore last sent to you, it must be cancelled when you make the conveyance under the present power, and erase our name from the former power, and enclose the same to us. We shall forward a power for the balance of eighty-four thousand

eight hundred and twenty-two and one-half acres by some other conveyance, as we shall probably not have it ready for this. Finding we could sell bills more readily direct on New York, we are disposing of the second ten thousand dollars by drafts, as may suit purchasers direct on Mr. Ward, which is our reason for having adopted this mode. We hope our first draft of ten thousand dollars has been punctually paid by Mr. Ward, and that those we are now negotiating on him will be duly honored. They will be vouchers to you (when paid) of his second payment being complied with. Wishing to hear from you frequently, we remain, very respectfully, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(No. 8)

HAVANA, *June* 14*th*, 1821.

Mr. BURR H. BETTS, Bridgeport.

DEAR SIR: Your favor of 24th ult. came to hand this morning; contents noted. We feel assured, from our advices from Mr. Ward, that you will be promptly in funds for our drafts on you. We wish you to be particular in placing funds in Boston to meet the amount of drafts payable there when due. By the ship Commodore Perry we forwarded you three powers of attorney, relative to the land sold to Mr. Ward; they were enclosed, to him, of which he will advise you. We have done this at his request, he wishing to have three separate powers, according to the quantity expressed in each, instead of one power for the whole quantity sold. On your receiving those three, the one heretofore sent will, of course, be considered null, which you will return to us, as advised in our last. Referring you to our next, and hoping that no defalcation will occur in this transaction, we remain, very respectfully, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(No. 9.)

HAVANA, *August* 12*th*, 1821.

Mr. BURR H. BETTS, Bridgeport.

DEAR SIR: Your last date received by us was New York, 9th June; you then expected to receive money from Mr. Ward next day. Since then Mr. Whitney, of Boston, advises us that our draft on you, favor William Smith, for $3,000, had been protested for non payment, but that he, for the honor of the house, had paid and taken it up. We expect you must have been in funds shortly after, and remitted the amount to Mr. Whitney. We have also been notified of two of our

drafts on Mr. Ward being protested for non acceptance. We think this must be owing to his absence from town when the bills were presented for acceptance. We are not willing to believe that Mr. Ward can be capable of such gross conduct as to have used intentional deception in his negotiations with us. We are waiting, with great anxiety, further advices as to the fate of the drafts, but it really appears as though we should never have another arrival from New York. Expecting favorable explanations from yourself and Mr. Ward, we remain, very respectfully, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(No. 10.)

HAVANA, *August* 18*th*, 1821.

Mr. BURR H. BETTS, Bridgeport.

DEAR SIR: Your favor of 30th June has just come to hand, by which, and by yours of 6th ult. to your brother, we have hopes of our drafts being ultimately paid; but Mr. Ward has not treated us well in this business; we had every confidence in his honor, integrity, and punctuality, and certainly should not have subjected ourselves to the mortification of having our bills protested, or given our friends so much trouble about it, had we not relied on his punctuality. We shall still feel uneasy until we hear all our drafts are honored and paid; consequently shall be anxious to hear from you frequently, advising us of their fate. We are, very respectfully, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(No. 11.)

HAVANA, 17*th October*, 1821.

Mr. BURR H. BETTS, Bridgeport.

DEAR SIR: We feel very anxious for all information on the subject of our bills on Ward; we have had two come back which we have paid, about $3,000; another is noticed to us for $1,838; how the rest will go on we don't know. We have solicited your frequent correspondence, and all the information you could give us; it is now a long time we are without any of your favors. Mr. Wallace has gone on to the United States to attend to this and other business; by him we wrote you, expressing our further wishes; hope you will write us frequently all you may know or learn about Ward's intentions to pay, or further prospects of being able to do so. Referring you to Mr. Wallace, and our letters by him, we remain, very respectfully, your obedient servants,

F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Connecticut.

(No. 12.)

HAVANA, *April 7th*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

SIR: We have this day drawn on you at sixty days' sight, in favor of Messrs. Curtis and Lincoln, for twenty-five hundred and fifty-four dollars, payable at one of the banks in Boston, which please honor when presented, and place the same to account of,

Dear sir, your obedient servants,
F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(No. 13.)

HAVANA, 20*th April*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

SIR: We have this day drawn on you at sixty days' sight, in favor of Ebenezer Breed, esq,, for six hundred and eighty dollars, payable at one of the banks in the city of New York, which please honor, and place the same [to] account of,

Your obedient servants,
F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(No. 14.)

HAVANA, 21*st April*, 1821.

Mr. BURR H. BETTS, *Bridgeport*.

SIR: We have this day drawn on you at sixty days' sight, in favor of M. H. Bishop, for three hundred and ninety-four dollars seventy-two cents, payable at one of the banks in Boston, which please honor when presented, and place the same to account of,

Your obedient servants,
F. M. ARREDONDO & SON.

(Superscription)—Mr. Burr H. Betts, merchant, Bridgeport, Conn.

(The bill of Burr Hubbell Betts, filed in the district court of the United States, for the northern district of Alabama, at Huntsville, on the ——— day of June, eighteen hundred and forty-four, against John H. Lewis, and the answer of said John H. Lewis to said bill, used as evidence in said cause.)

The bill.

To the judge of the district court of the United States, for the northern district of Alabama.

Burr Hubbell Betts, of Fairfield, a citizen of Connecticut, brings

this his bill against John H. Lewis, of Huntsville, who is a citizen of the State of Alabama, residing in the northern district thereof; and thereupon your orator complains and says, that Samuel Betts, late a citizen of the State of Connecticut, in the year eighteen hundred and fifteen, became a partner in a mercantile house in the city of Havana, Island of Cuba, of Fernando de la Maza Arredondo and Joseph de la Maza Arredondo, which transacted business in [the] firm name of F. M. Arredondo & Son. The then partners however were equally interested in the said house. In eighteen hundred and twenty two, said Samuel Betts died, and though he left no written evidence of his interest in said house, the surviving partners have fully admitted it to be one third in said house, as well as that he was interested one third in a large tract of land, consisting of two hundred thousand acres, as your orator is informed and believes. Your orator begs leave to refer to a transcript from the records of St. John's county court, Territory of Florida, which shows such admission, and which he desires may be made a part of this bill, (marked exhibit A.)

Your orator states that, by his last will and testament, made in due form of law, in the city of Havana, Island of Cuba, said Samuel willed and bequeathed to your orator, who is the brother of the said Samuel Betts, the sum of five thousand dollars.

Your orator further states, that in the fall of 1824 this defendant, in the house of your orator, in the State of Connecticut, was married to Mary Betts, the daughter of said Samuel Betts, and his only child; whereupon he immediately left, and since that time your orator has heard or knows nothing of said Lewis, except as hereinafter mentioned.

Your orator is informed and believes, that said Lewis and wife went to Cuba for the purpose of getting possession of the estate left by said Samuel Betts in that island, and your orator has been credibly informed that, by said Lewis's own statements, he had received fifty thousand dollars from the estate of said Samuel Betts, and expected to receive twenty thousand more, either in actual cash or property worth that amount of money; and that said Lewis has received in right of his wife, as daughter of said Samuel Betts, from said Fernando M. Arredondo, a deed of conveyance of fifteen thousand acres of land in the Territory of Florida, being an undivided tract of land already mentioned, and in which said Betts and the said Fernando de la Maza and Joseph de la Maza Arredondo were equally interested. To show more fully the contents of said deed, your orator begs leave to attach the same hereto as a part of his bill, marked, exhibit (B;) and to show that said Lewis has received certain other property of the estate of said Betts, your orator begs leave to attach hereto as a part of his bill, a certain transcript from the records of St. John's county court, (marked exhibit C,) which is a conveyance to said Lewis and wife, the said daughter of the said Samuel Betts, certain property conveyed to Fernando M. Arredondo and others in trust, the objects of the trust having been settled. But by the will of said Samuel Betts, a copy of which is hereto attached, and which your orator asks may be made a part of this

bill, (marked exhibit D,) it appears that it is the amount of said Samuel Betts's property, of every kind and description, that remains after paying the legacy left to your orator, and the legacies left to divers other persons, that is willed and bequeathed to testator's daughter Mary, the wife of said Lewis. Now your orator charges that said Lewis, well knowing of the existence of said will, has in fraud and in violation of your orator's rights as such legatee, grasped the whole of the estate of said testator, and has applied the same to the exclusive use and benefit of himself and family.

To the end, therefore, that said defendant may, if he can, show why your orator should not have the relief hereby prayed, and may upon his corporal oath, and according to the best and utmost of his knowledge, remembrance, and belief, full, true, direct, and perfect answers make to the several interrogatories hereinafter mentioned and set forth, that is to say—

1st. Whether or not was the said Samuel Betts a partner in the mercantile house of F. M. Arredondo & Son, in the city of Havana, Island of Cuba; and if so, what interest had he in the same, to the best of your knowledge, information, and belief?

2. Whether or not, to the best of your knowledge, information, and belief, was the interest of the said Samuel Betts, in said mercantile house, worth at the time of his death upwards of fifty thousand dollars, and when did he die, or what was his said interest worth?

3. Whether or not was the interest of said Betts in lands granted by the Spanish Government to F. M. Arredondo & Son, as mentioned in exhibit C, of great value, of upwards of one hundred thousand dollars, admitting his interest in the same to be one-third?

4. What was the estimated value of the fifteen thousand acres, mentioned in exhibit B, at the time of the deed embraced in said exhibit was executed, or purports to have been executed, and at what do you now estimate the value of said fifteen thousand acres?

5. Whether or not have you had in your possession, or exercised ownership over, a certain lot or lots of land in St. Augustine, Florida Territory, of the estate of said Betts? Have you sold them? If so, what did you receive, and at what do you estimate the same to be worth?

6. Whether or not have you stated to different individuals that you had received large sums of money, and property of great value, from the estate of your wife's father, the said Samuel Betts? And have you not said to James R. Jackson and to Samuel R. Jackson, or to either of them, that you had received fifty thousand dollars from the estate of the said Samuel Betts, and that you expected twenty thousand dollars more? And did you not state to Walter English, in a communication to him by letter, or any conversation with him, that you had realized from fifty to eighty thousand dollars from the estate of said Samuel Betts?

7. What amount, to the best of your knowledge, information, and

belief, have you received from the estate of the said Samuel Betts, and in what did you receive it? In money, real or personal estate?

8. Was the last will and testament of the said Samuel Betts written in the Spanish language? If so, is the translation hereto attached, marked exhibit D, a fair and just translation of said will, to the best of your knowledge, information, and belief? And if written in the English language, is exhibit D a fair and just copy of the same, to the best of your knowledge, information, and belief?

9. Did you not state to Joel Thorp, of Cherokee county, Alabama, that you had a copy of the last will and testament of Samuel Betts, deceased? That you knew that he, the said Samuel, had left your wife's uncle, Burr Hubbell Betts, a legacy of five thousand dollars, but that he would have to lose it, because both Joseph M. and Fernando M. Arredondo were dead, and for some time before the death of one or both, they were worth nothing? And did you say, in the same conversation, that at the time of the death of the said Samuel Betts, the said house of F. M. Arredondo & Son was not able to pay its liabilities?

10. Whether or not were you married to the daughter of the said Samuel Betts?

11. Was not the house of F. M. Arredondo & Son, in Havana, to the best of your knowledge, information, and belief, estimated at from one hundred thousand dollars to three hundred thousand dollars?

12. What do you consider the said house of F. M. Arredondo & Son, in Havana, at the time of the death of said Samuel Betts, worth? And what did you estimate the value of the lands before mentioned, as granted to F. M. Arredondo & Son, worth at the time of said Samuel Betts's death?

13. Whether or not have you recently visited Cuba for the purpose of collecting additional effects of the estate of said Samuel Betts? And what amount of property have you realized on your last visit to Cuba, or expect to realize?

14. Whether or not have you received money of Dr. Nehemiah Brush, of New York, as due you from the estate of said Samuel Betts, or from any one else, at any time, and what amounts?

For that your orator is remediless at law, and is relievable only in a court of equity, your orator asks that process of subpœna may issue to said defendant from this honorable court, requiring said defendant, at a certain time and under a certain penalty therein to be inserted, to make full, true, direct, and perfect answers to the several interrogatories herein before enumerated; and that said defendant be required to exhibit a just and true account of all the moneys, effects, and property, real and personal, and show in action which he has received from, and as of the estate of said Samuel Betts; and that said defendant be required to pay over to your orator, together with the interest thereon accruing, the said legacy left him by said Samuel Betts, if it appear that said Lewis has received a sufficiency from said estate to discharge the same; and also so far as he, said defendant, has received property

from said estate, said defendant may be required to pay and discharge such other legacies as may be due others under the said will; and who your orator asks, upon contributing to the costs and expenses of this suit, may be made parties to this bill, and that a receiver may be appointed, if necessary. And may it please your honor to grant unto your orator such other and further relief, as to equity and conscience shall seem meet; and your orator will ever pray, &c.

S. D. J. MOORE,
Solicitor and counsel for complainant.

(Endorsed)—Filed day of June, 1844.
Teste: B. T. MOORE, *Clerk*.

Exhibit A to said bill is already transcribed, commencing at the top of page 19, in this transcript.

Exhibit B to said bill has already been transcribed, beginning on page 21 of this transcript, under the line "deed from F. M. Arredondo to John H. Lewis and wife, for 15,000 acres of land."

Exhibit C to said bill has already been transcribed, beginning on page 20 of this transcript, under the line "deed from F. M. Arredondo to John H. Lewis and wife."

Exhibit D to said bill has heretofore been inserted in this transcript.

The answer of John H. Lewis to the foregoing bill, filed by Burr H. Betts.

The answer of John H. Lewis to a bill of complaint filed against him by Burr Hubbell Betts, in the district court of the United States, for the northern district of Alabama, sitting at Huntsville.

Defendant, reserving to himself all manner of exceptions to the manifold errors and misstatements in said complainant's bill contained, for answer thereunto, or unto so much thereof and such parts as this defendant is advised is material and necessary for him to answer unto, answers and says, that he believes it true that Samuel Betts, deceased, was a partner of the third part in the mercantile firm of F. M. Arredondo & Son, in the city of Havana, and Island of Cuba, and that he was such from 1815 to March, 1822, when he died. It is also true that this respondent has as yet found no other written evidence of the partnership, except a written instrument, executed by F. M. Arredondo at the instance of this respondent, (a copy of which is contained in exhibit A of complainant's bill,) in which the rights of the said Samuel Betts in the assets of the mercantile house; also his interest in one-third of a grant from the intendant of the Island of Cuba, containing about two hundred and ninety-six thousand acres of land, lying in the province of East Florida, and known as the Alachua grant, is fully admitted.

Respondent also believes it true that the said Samuel Betts died in March, 1822, in the Island of Cuba, and that he made a last will and testament, in which it is alleged that from four to five thousand dollars was left by him, the said Samuel, in the hands of his father, Samuel

Betts, now dead, and the complainant, Burr Hubbell Betts, for the education and maintenance of his daughter Mary M. F. Betts; and in the same last will and testament, he directed that the said Samuel Betts and Burr Hubbell Betts should account for the same. Respondent avers that he is informed that the sum thus specified was upwards of four thousand eight hundred dollars, and that he held therefor a note, executed by said complainant in the name of Betts & Turray, a mercantile firm, of which the complainant was a partner, and that this note bore date several years before said Samuel Betts's death; and that he was informed and believes that said complainant never appropriated any portion of said sum to the education and maintenance of said Mary M. F. Betts, and that he never has to this day accounted for, or offered to account for, said sum of money; and although he was left a legacy of five thousand dollars in the said Samuel's will, yet respondent submits whether he should not account for the sum of money deposited in his hands. Defendant admits his marriage with the said Mary M. F. Betts, the only child of the said Samuel Betts, in the month of November, 1824; he admits that he has had little communication with the said complainant since.

Complainant also admits that he went to Cuba in April, 1825, (but not in company with his wife,) for the purpose of adjusting the interest of the said Mary under the will of her father, Samuel; but respondent denies that he received at that time one farthing of said Samuel Betts's estate, either in cash or property, or has he ever received from that source the amount of one farthing, except in the manner herein specified. It is true that F. M. Arredondo, the surviving partner of the third part, executed a deed in the winter of 1831 and 1832, by which he conveyed to your respondent and his wife, Mary, fifteen thousand acres of land in Alachua, East Florida, a copy of which deed is contained in exhibit B of complainant. But respondent avers that he nor his wife ever executed any release as specified in said deed, nor is it their intention to do so, but to take every proper and justifiable step to establish the will of the said Samuel, and to claim all of his said interest in said grant, except the land legacies left and specified in his last will and testament. And that in their answer to a bill, now pending in the courts of Florida for a partition of said grant, it is their intention to pray the court to cancel said deed. In reference to the real estate conveyed to F. M. Arredondo and others, as specified in the deed referred to in exhibit C, respondent answers that, so far as he has gleaned, that said lands and town lots *was* conveyed for certain creditors, and that of them he learned that Joseph M. Arredondo was a creditor for eighteen hundred dollars, with interest from 1812; and also Señor Maywood and D. Crocker, both of Charleston, South Carolina, are creditors to the amount of some nineteen hundred dollars. That the claim of Jos. M. Arredondo was presented to Mary M. F. Lewis, when a feme sole by a deed of conveyance, and that by contract with said Maywood and Crocker, this respondent became the assignee of their claims; and that on presentation of all to the acting and surviving

trustee, he received a deed of conveyance as stated. This respondent has no means of knowing the present value of said lands, but is convinced they would not sell for the amounts above specified, with interest. The deed of conveyance to the trustees directed the proceeds of said land to be divided among the creditors, and contained no clause for a residuary interest to said Samuel Betts.

In reference to the interrogatories contained in said complainant's bill of complaint, especially to interrogatory No. 1, he answers, that he believes that the said Samuel Betts was a partner in the firm of F. M. Arredondo & Son, of the city of Havana, and with a third interest in its mercantile assets.

To int. 2. He answers, that he has no means of knowing what was the condition or assets of the firm at said Samuel Betts's death; that he never examined the books of said concern until April, 1844, when he found the same were never closed, and that whatever had been collected did not appear on said books.

To int. 3. He answers that he expects to establish the claim of said Samuel Betts to one-third of the Alachua grant, and that he thinks the one-third worth more than one hundred thousand dollars; but respondent denies that said complainant has any right to look to those lands for the payment of his legacy, or, if he has, that this court can entertain jurisdiction of the same.

To int. 4. Respondent answers, that he estimated the fifteen thousand acres at the time of conveyance at some fifty thousand dollars.

To int. 5. In reference to a lot in St. Augustine, it is part of the property specified in deed, exhibit C, which, as yet, this respondent has never sold or conveyed; I should suppose that the interest in said lot to be worth one hundred dollars.

To int. 6. I never stated that I had received any money at any time to any body, nor any property but as herein before stated; I do not know any persons by name of James R. or Samuel R. Jackson, or stated any fact but as herein stated, and of which the complainant has been either directly or indirectly informed; nor do I remember ever stating to Walter English any thing about the amounts received, but may have informed him as above.

To int. 7. I have received nothing from Samuel Betts's estate but in the manner above specified.

To int. 8. The last will of Samuel Betts was written in Spanish; I do not know if the copy marked exhibit D be a translation, but presume it is.

To int. 9. I may have stated that I have a copy of Samuel Betts's will, and that complainant was left a legacy of five thousand dollars in it; and I may also have stated that, and that he would lose it, as both Ferdinand and Joseph Arredondo were dead, and that some time before the death of the last survivor he was worth nothing, and that their estates were worth nothing; I never stated that the firm [of] F. M. Arredondo & Son, of which Samuel Betts was a partner, was insolvent, but another firm of that name, which existed after Betts's death.

To int. 10. I was married to the daughter of the said Samuel Betts.

To int. 11. I have no means of forming any estimate of the assets of the firm of F. M. Arredondo & Son at Betts's death.

[To] int. 12. I have no means of knowing the value of the mercantile assets or the lands granted to F. M. Arredondo at Betts's death.

To int. 13. I visited Cuba in April, 1844, but realized no property, nor did I expect to do so, but merely sought for evidence.

To int. 14. I never received one cent of money from Nehemiah Brush.

Your respondent further answers, that he was not, nor has he ever been, the personal representative of Samuel Betts, and that he is in no wise bound to the said complainant, having received none of the property of said Samuel Betts, which was property liable to pay the legacies under said will. He denies that any of the real estate left by said Samuel Betts was bound for said cash legacies, or, if the lands are bound could complainant seek redress elsewhere than in the courts of Florida, where the lands lie. Having fully and fairly answered, he prays to be hence dismissed with his reasonable costs.

E. R. WALLACE, *P. D.*

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

Before me, Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, this day personally appeared John H. Lewis, and made oath that the statements contained in the foregoing answer, as of his own knowledge, are true, and those stated on information of others he believes to be true.

JOHN H. LEWIS.

Subscribed and sworn before me, this 10th August, 1844.

B. T. MOORE, *Clerk, D. C*

Endorsed: Filed 10th August, 1844.

Teste: B. T. MOORE, *Clerk.*

And afterwards, to wit, on the twenty-third day of May, being a day of a term of said district court, begun and held for said district at the court-house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and fifty.

Order at May term, 1850, granting another appeal.

On motion of said defendant, by his solicitors, and it appearing to the satisfaction of the court, that the record made out in this cause was not transmitted to the Supreme Court of the United States within the time prescribed by law, under the appeal heretofore granted, it is ordered, that another appeal be granted, and that said defendant be

allowed thirty days to execute an appeal bond, and to file the same in the office of the clerk of said court.

And afterwards, to wit, on the twenty-sixth day of November, being a day of a term of said district court, begun and held for said district, at the court-house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and fifty.

Judgment on mandate from the Supreme Court.

In this cause, which had been taken by appeal, by said defendant, to the Supreme Court of the United States, this day came the parties, by their solicitors, and the mandate of the said Supreme Court having been filed, which is in the words and figures following, to wit:

UNITED STATES OF AMERICA, *ss.*

The President of the United States of America, to the honorable the [L. S.] judge of the district court of the United States, for the northern district of Alabama, greeting:

Whereas, lately, in the district court of the United States, for the northern district of Alabama, before you, in a cause between Sarah Darling, plaintiff, and John H. Lewis, defendant, in chancery, wherein a decree was rendered in favor of the said plaintiff; whereupon the said defendant prayed an appeal, which was duly allowed by the said district court, to remove the said cause to the Supreme Court of the United States, as by the inspection of the certificate of the clerk of said court, under the seal of the said district court, which was brought into the Supreme Court of the United States, agreeably to the act of Congress, and the rules of the said Supreme Court, in such case made and provided, fully and at large appears:

And whereas, in the present term of December, in the year of our Lord one thousand eight hundred and forty-nine, the said cause came on to be heard before the said Supreme Court, and it appearing that the appellant has failed to have his cause filed and docketed, in conformity to the rules of this court:

It is now here ordered and decreed by this court, that this appeal from the district court of the United States, for the northern district of Alabama, be, and the same is hereby, docketed and dismissed with costs; and that the said plaintiff recover against the said defendant, John H. Lewis, thirty-three dollars and twelve cents, for her costs herein expended, and have execution therefor, and that this cause be, and the same is hereby, remanded to the said district court. January 4.

You, therefore, are hereby commanded that such execution and proceedings be had in said cause as, according to right and jus ice and the laws of the United States, ought to be had, the said certificate notwithstanding.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court, the first Monday of December, in the year of our Lord one

thousand eight hundred and forty-nine: Costs of plaintiff, clerk, $13 12; attorney, $20 00—$33 12. Taxed by

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Whereupon, on motion of said complainant, by her solicitor, it is ordered, adjudged, and decreed by this court, that the judgment of the said Supreme Court be made the judgment of this court, and that execution thereof be had accordingly.

And afterwards, to wit, on the eighteenth day of November, being a day of a term of the district court aforesaid, begun and held for said district, at the court-house in the town of Huntsville, in said district, on the second Monday in said month, (November,) in the year of our Lord one thousand eight hundred fifty-two, an order as followeth was made:

SARAH DARLING
vs. } 26.
JOHN H. LEWIS.

Order granting 3d appeal.

In this cause defendant applies in open court for an appeal to the Supreme Court; and it appearing to the satisfaction of the court, that the appeal granted at the May term, eighteen hundred and fifty, was not prosecuted, because of a compromise then under negotiation between the parties, it is ordered, that the appeal now applied for be granted, and that the said defendant give the necessary bond within thirty days.

And afterwards, to wit, on the twenty-sixth day of November, in the year one thousand eight hundred and fifty-two, was filed, in the office of the clerk of said district court, an appeal bond in said cause, which is in the words and figures following, to wit:

Second appeal bond.

Know all men by these presents, that we, John H. Lewis and William Knox, are held and firmly bound unto Sarah Darling in the penal sum of fifteen thousand eight hundred and fifty dollars, for the due payment of which we and each of us do bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this the twenty-second day of November, eighteen hundred and fifty-two.

The condition of the above obligation is such, that whereas, in a suit heretofore pending in the district court of the United States, for the northern district of Alabama, at Huntsville, in said district, wherein Sarah Darling was plaintiff and John H. Lewis was defendant, a decree was rendered by said district court on the twenty-third day of November, being a day of the term of the district court aforesaid, be-

2064.

gun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-seven, for the sum of seven thousand six hundred and forty-five dollars and forty-five cents, besides costs, in favor of said plaintiff against said defendant; and whereas, during the term last aforesaid of said district court, said defendant filed a petition for rehearing, which said petition was continued; and at the November term, eighteen hundred and forty-eight, of said district court, said petition, upon being argued by counsel, was dismissed by said court; and whereas, upon dismissal of said petition, said defendant prayed an appeal to the next term of the Supreme Court of the United States, to be held at the city of Washington, in the District of Columbia, on the first Monday in December, eighteen hundred and forty-eight; which appeal was granted by said district court, and said defendant, on motion, allowed by said court thirty days to enter into an appeal bond.

And whereas said appeal was, at the term of said Supreme Court held in December, eighteen hundred and forty-nine, docketed and dismissed.

And whereas another appeal was prayed by said defendant at the May term, eighteen hundred and fifty, of said district court, to the term of said Supreme Court, to [be] held on the first Monday in December, eighteen hundred and fifty, at Washington city, in the District of Columbia, and thirty days given to said defendant to enter into said appeal bond, and which appeal bond said defendant failed to enter into and to prosecute his said appeal,

And whereas at the November term of said district court, in the year eighteen hundred and fifty-two, said defendant prayed another appeal from said district court to the next term of the Supreme Court of the United States, to be held in Washington city, in the District of Columbia, on the first Monday in December next; which appeal was granted by said district court, and said defendant, on motion, was allowed by said court thirty days to enter into an appeal bond.

Now, if the said John H. Lewis shall prosecute his appeal to effect, and pay and satisfy any judgment or decree which said Supreme Court may render against him, then the above obligation shall be null and void, else to remain in full force and virtue.

JOHN H. LEWIS, [SEAL.]
WILLIAM KNOX. [SEAL.]

Approved this 22d November, 1852.

JOHN GAYLE, *Judge*.

Endorsed: Filed 26th November, 1852.

Teste: B. T. MOORE, *Clerk*.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin Tyson Moore, clerk of the district court of the United

States, for the northern district of Alabama, at Huntsville, do hereby certify, that the foregoing pages, from one to sixty-six inclusive, contain a full, true, and complete transcript of the record and proceedings had in the cause in the district court aforesaid, in the name of Sarah Darling, complainant, against John H. Lewis, defendant, in chancery, up to and including the November term, eighteen hundred and forty-seven, of said court, at which term the final decree in said cause was rendered; and also a transcript of the order of said district court, at May term eighteen hundred and fifty, granting to said defendant another appeal; of the order or judgment of said court, upon the mandate of the Supreme Court of the United States, at the November term eighteen hundred and fifty; of the order of said district court, at the November term eighteen hundred and fifty-two, granting to said defendant a third appeal; and of the appeal bond of said defendant, this day filed in my office, in the said cause.

In testimony whereof I hereto subscribe my name, and affix the seal of said district court, at office, in the town of Huntsville, in [SEAL.] said district, this the twenty-sixth day of November, A. D. one thousand eight hundred and fifty-two, and of the independence of the United States of America the seventy-seventh.

B. T. MOORE, *Clerk*.

The following proceedings in the cause in the name of Sarah Darling against John H. Lewis, in the district court of the United States, for the northern district of Alabama, at Huntsville, were not embraced in the transcript furnished to defendant in his third appeal to the Supreme Court of the United States, and they are here made out upon the requisition of the solicitor of the said Sarah Darling, except such as are out of my possession.

Motion to enter satisfaction—From motion docket, page 3.

SARAH DARLING
vs.
JOHN H. LEWIS.

In this cause the defendant, by attorneys, moves this court here now to have satisfaction entered of record in this case, a decree having heretofore been had in this court against the defendant Lewis, and the same having been fully satisfied to the plaintiff since the last term of this court; all of which the defendant is now here ready to show and prove, by the written statement of the said Sarah Darling; and the solicitor for complainant, S. D. J. Moore, esq., will take notice that this motion will be made at the present term of this court, and as early as it can be heard.

JNO. H. LEWIS,
By his attorneys, S. D. CABANISS and
W. COOPER.

25 November, 1850.

Received notice. MOORE.

The foregoing is transcribed from the motion docket, page 3.

And on the 29th day of November, 1850, the following entry in said cause was made upon the minutes of said court:

Order continuing motion to enter satisfaction and staying fi. fa.

SARAH DARLING
vs. } 26. In chancery.
JOHN H. LEWIS.

On motion to enter satisfaction.

Come the parties by their solicitors, and, on the showing of said defendant, it is ordered, that this motion be continued until the next term of this court.

And the court being satisfied the debt is well secured without further security, it is ordered, that the execution, directed to be issued under the mandate of the Supreme Court, be stayed until the next term of this court.

Order appointing commissioners to take depositions, &c.

And it is further advised, that a commission issue to Philip Betts, Thomas Robinson, and George A. Davenport, as commissioners, to take the depositions of the witnesses John M. Carter and Charles Marvin, touching the execution of an agreement between the said Sarah Darling and John H. Lewis, in which the suit is directed to be dismissed, and each party is authorized to take depositions in relation to said instrument under the rules of this court.

Order appointing other commissioners to take depositions, &c.

And it is also ordered, that David Willard, Samuel Lambert, Samuel P. Randle, Giles Gregory, and Samuel Belden, of the State of Connecticut, be also appointed to take depositions in said cause.

And afterwards, on the 14th day of May, 1851, the following notice was entered upon the motion docket of said court, in said cause, and the acknowledgment of notice, to wit:

Notice to produce letter of hon. R. Johnson.

SARAH DARLING
vs.
JOHN H. LEWIS.

Motion to enter satisfaction of the decree heretofore rendered in favor of said Darling vs. said Lewis.

The said Lewis is hereby notified, that on the trial of said motion he will be required to produce the letter of the hon. Reverdy Johnson, which he read, or pretended to read, while endeavoring to obtain said Darling's consent to settle said decree.

MOORE,
Solicitor for Darling.

Service acknowledged this 19th May, 1851.

W. COOPER,
Att'y for J. H. Lewis.

And afterwards, to wit, on the 21st day of May, 1851, an entry in said cause was made upon the minutes of said court, as followeth :

Order to continue.

SARAH DARLING
vs.
JOHN H. LEWIS.

Come the parties by their solicitors, and on the affidavit of the said defendant, it is ordered, that this cause be continued.

And on the 15th day of November, 1852, an entry in said cause, on the minutes of said court, was made.

Hearing of motion to enter satisfaction commenced.

SARAH DARLING
vs. 26. In chancery.
JOHN H. LEWIS.

Come the parties by their solicitors, and the motion of said defendant to have satisfaction of said decree entered in said cause coming on for hearing, and the evidence by the parties adduced, and a portion of the argument of counsel in said cause being heard, it is, on motion, ordered, that the further argument thereof be adjourned until to-morrow morning.

And on the 16th day of November, 1852, another entry in said cause was made upon the minutes of said court, as followeth :

Hearing of cause concluded.

SARAH DARLING
vs. 26. In chancery.
JOHN H. LEWIS.

This day come again the parties by their solicitors, and the argument of said motion to enter satisfaction in said cause, which on yesterday was commenced, and adjourned over till this day, being resumed and concluded, the said cause is thereupon submitted to the court for its consideration.

And on the 18th day of November, 1852, another order in said cause was made, as followeth :

Papers retained by court for its consideration.

SARAH DARLING
vs. 26.
JOHN H. LEWIS.

Come the parties by their solicitors, and the court not at this time being prepared to render its decision on said motion, retains the said cause for decision at the next term of this court.

And on the said 18th day of November, 1852, a motion was entered on the motion docket of said court, as followeth :

Motion to issue execution.

SARAH DARLING
vs.
JOHN H. LEWIS.

In this cause motion will be made this day to have execution in this case issued, it having heretofore been suspended by the order of this court, this 18th Nov., 1852. S. D. J. MOORE,
Att'y and sol'r for Sarah Darling.

And on the said 18th day of November, 1852, another entry in said cause was made upon the minutes of said court, as followeth :

Order overruling motion to issue execution.

SARAH DARLING
vs. 26.
JOHN H. LEWIS.

In this cause the motion of said plaintiff to have execution issued in said cause is overruled.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin Tyson Moore, clerk of the district court of the United States, for the northern district of Alabama, certify, that the above and foregoing pages contain a transcript of such orders and proceedings in the cause, in said court, in the name of Sarah Darling against John H. Lewis, as are not included in the transcript obtained by said John H. Lewis on the third appeal to the Supreme Court of the United States.

And I further certify, that I am unable to furnish a transcript of the other proceedings had in said cause, since the making of the motion to enter satisfaction in said cause, consisting of affidavits and depositions, (the depositions of upwards of twenty witnesses, as well as I can recollect,) because they are in the possession of the judge of said court, residing at Mobile ; said judge having them under consideration for his decision on said motion, as may he seen by one of the orders of said court.

In testimony whereof I hereto subscribe my name, and affix the seal of said district court, at office, in the town of Huntsville, in [SEAL.] said district, this the sixth day of December, A. D. one thousand eight hundred and fifty-two, and of the independence of the United State of America the seventy-seventh.

B. T. MOORE, *Clerk, D. C.*

1852, Dec. 13. Filed by consent, and to have the same effect as if brought upon a certiorari.

REVERDY JOHNSON,
For appellee.
A. P. BUTLER.